

CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: Robert Half International Inc. doing business through it's division Accountemps and Office Team **VENDOR #**10-7304

ADDRESS/CITY/ST/ZIP: 6320 Quadrangle Dr. Suite 160, Chapel Hill, NC 27517

TYPE OF CONTRACT: New Renewal Amendment Services Goods Consulting Construction Lease Other

DESCRIPTION/SCOPE OF WORK: Provide Temporary Employees

CONTRACT AMT: \$144,000.00 **CONTRACT PERIOD:** 07/01/2020 -06/30/2021 **RFP/IFB/RFQ#:** Yes No

FUNDING SOURCE: General State Federal **UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE?** YES NO

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4170210000	5200160100			\$144,000.00		Provide Temporary Employees
2								
3								

COUNTY ATTORNEY

Contract requires Risk Management approval? YES NO

RISK MANAGER Signature: _____ Date: _____

Contract requires BOCC approval? YES NO Date of BOCC Approval: _____

Reviewing Attorney: _____ Date: _____

COMMENTS:

INITIATING DEPARTMENT

By: _____ Date: _____

BUDGET *(Required only for Business Area 9800)*

By: _____ Date: _____

COUNTY MANAGER

By: _____ Date: _____

CHIEF FINANCIAL OFFICER

Signature: _____ Date: _____

CLERK TO THE BOARD

By: _____ Date: _____

PURCHASING

By: _____ Date: _____

IT DEPT *(IT Related Contracts)*

By: _____ Date: _____

Purchasing Comments:

FUNDS RES DOC ID# _____

THIS CONTRACT AMENDMENT is made and entered into this 1st day of July 2020 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **Robert Half International Inc., doing business through its division Accountemps and Office Team** (hereinafter referred to as “**Contractor**”).

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated January 2, 2020, for the provision of providing temporary employees, (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through 06/30/2021, unless sooner terminated as provided therein.

2. The compensation paid to Contractor shall be an amount not to exceed \$144,000.00. All other terms in section 3 of the Original Agreement remain in effect.

3. Section 6 is deleted and replaced with the following:

“INDEMNIFICATION. To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR’s negligent performance during the execution of this Contract. Notwithstanding anything to the contrary in this Agreement, CONTRACTOR shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of COUNTY.”

4. Section 17 is deleted and replaced with the following:

“SECURITY BACKGROUND CHECKS. The Contractor is responsible for requesting and paying for criminal history checks on all Assigned Individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. To the extent permitted by applicable law, CONTRACTOR will have a third party vendor perform a seven-year national criminal background investigation by having the third party vendor search its private database of U.S. national criminal records for felony and misdemeanor convictions involving crimes of dishonesty. COUNTY understands and agrees that the third party vendor’s database is maintained by the third party and not a governmental entity, is an incomplete aggregation of national criminal records, and will not reveal or identify all criminal convictions. If COUNTY requests a copy of the results of any checks conducted on Assigned Individuals, COUNTY agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

The Sheriff’s Office will conduct additional background investigations for those Assigned Individuals who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law. COUNTY

represents and warrants that any background screenings it performs will be requested and used by COUNTY in accordance with applicable law.”

- 5. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
- 6. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM

ROBERT HALF INTERNATIONAL INC.

By: _____

By: _____

Print Name/Title: _____

Print Name/Title: James Taylor, Sr. Regional Vice President

Date of Signature: _____

Date of Signature: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan Tezai, Durham County Chief Financial Officer

Baker, Brenda

Contract approval.

From: Darby, Willie S.
Sent: Wednesday, July 8, 2020 9:08 AM
To: Baker, Brenda
Subject: RE: contract

Hi Brenda:

The attached contract with final changes by Robert Half are hereby accepted as to form.

Thanks,
Willie

From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Wednesday, July 8, 2020 8:47 AM
To: Darby, Willie S. <wdarby@dconc.gov>
Subject: FW: contract

Hello Mr. Darby,
Please see the attached with changes from Robert Half.

From: Laird, Erik (03260) <erik.laird@accountemps.com>
Sent: Wednesday, July 8, 2020 7:57 AM
To: Baker, Brenda <bwcbaker@dconc.gov>
Subject: contract

Hey Brenda- Good morning!

Below was the response I received from legal.

Please see the attached responsive redlines. As for the background checks section, below is the applicable section in the MSA. The underlined changes in the prior version of the amendment were not to the MSA language, but instead appears to be to the default language for that section. Let me know the client's response. Thanks!

17. SECURITY BACKGROUND CHECKS. The CONTRACTOR is responsible for requesting and paying for criminal history checks on all Assigned Individuals. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. To the extent permitted by applicable law, CONTRACTOR will have a third party vendor perform a seven-year national criminal background investigation by having the third party vendor search its private database of U.S. national criminal records for felony and misdemeanor convictions involving crimes of dishonesty. COUNTY understands and agrees that the third party vendor's database is maintained by the third party and not a governmental entity, is an incomplete aggregation of national criminal records, and will not reveal or identify all criminal convictions.

The Sheriff's Office will conduct additional background investigations for Assigned Individuals who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a candidate from placement on a COUNTY contract unless explicitly mandated by law. Upon written request from COUNTY to CONTRACTOR, CONTRACTOR will send the results of the background checks to COUNTY. IF COUNTY requests a copy of the results of the foregoing checks (the "Report"), COUNTY agrees to keep the Report strictly confidential and to use the Report for employment purposes only.

If COUNTY requires CONTRACTOR to perform updated or other placement screenings of Assigned Individuals, COUNTY shall notify CONTRACTOR prior to the start of Services under this Contract.

-Erik

Erik Laird
Division Director



SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **County of Durham** (“County”), and **Robert Half - Account Temps** (“Contractor”), which contract is dated July 1, 2020, and has changed since the original contract was instated. Contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

I. Background/Purpose: *(Why - Provide a brief description of the services being procured.)*

The purpose of this contract is for Robert Half-Account Temps to provide temporary employees to the Durham County Board of Elections as requested.

II. References: *(Identify/attach additional documents relevant to this contract, i.e., quotes, proposals, etc.)*

The following documents are incorporated herein by reference to them:

Three quotes are attached.

III. Work/Requirements: *(What/Where - Be as detailed as possible in describing the work.)*

Robert Half – Account Temps will be responsible for providing the following to the Durham County Board of Elections:

- Recruit, Screen and Interview potential employees for the Board of Elections
- Assign Temporary Employees to the Board of Elections with a Pay Rate of \$13/HR at a Bill Rate of \$19.98/HR
 - General Office Work
 - Data Entry Specialists
 - Warehouse Assistants (cannot lift more than 50 pounds)
- Provide access to an online Payroll Portal System
- Perform Background and Drug Screenings as requested (included in the bill rate)
- Provide Skills Assessment Tests as requested (included in the bill rate)
- Provide same-day workers as requested
- Provide workers for one-day assignments as requested for special projects

IV. Schedules/Timelines: *(When – Provide a timetable to complete the work and any phases and/or deadlines.)*

Robert Half will provide services for life of the contract. Deliverables will be met as requested.

V. Transmittal/Delivery/Accessibility: *(How - Describe delivery methods for reports or deliverables. Include contact information of department procuring the services. Describe if County property is to be provided or access to the property, and how that will be handled, i.e. keys, holidays, security measures.)*

Robert Half will mostly be working remotely to provide temporary employees to the Board of Elections. There may be instances where Robert Half will need to visit the Board of Elections office for meetings, online payroll portal training and other business-related tasks as needed.

VI. Payment: *(Include Rate of payment, Time for payments and Methods of payment.)*

Method of payment will be made monthly by a funds reservation.

2020-2021 RHI Workers Compensation Policy Numbers

<u>Policy#</u>	<u>States</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Issuing Company</u>	<u>NAIC #</u>
Robert Half International Inc. and Protiviti Inc.					
RWD3001140-04	AOS: AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV, WY	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554
RWR3001141-04	WI	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554
Protiviti Government Services, Inc.					
RWR3001142-04	AOS: AZ, CA, DC, MD, OK, TX, VA	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554

COMMERCIAL AUTOMOBILE – BLANKET WAIVER OF SUBROGATION – POLICY EXCERPT

Insured Robert Half International, Inc
Policy Number 7323-32-17
Policy Effective June 1, 2020 – June 1, 2021; 12:01am Standard Time
Form Number 16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV -- BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Robert Half International Inc.
Insurance Company
XL Insurance America, Inc.

Policy No.
RWD3001140-04

Endorsement No.
Premium Included

Countersigned by _____

WC 00 03 13
(Ed. 4-84)



MWBE UTILIZATION FORM

This MWBE Utilization Form is an integral part of the contract between the County of Durham and Robert Half International Inc., doing business through its divisions Accountemps and OfficeTeam (Contractor), which contract is dated July 1, 2020. The purpose of this form is to assist in identifying minority participation associated with County contracts.

Note: If Purchasing has already performed MWBE pre-award compliance during a bid process and/or BOCC contract approval, please attach the pre-award compliance form to this form and submit with the contract. Completing the remainder of this form will not be required.

Description of Services/Goods Contractor will provide temporary employees to work for County

Contract Amt: \$144,000.00

Contract Term __7/1/20-6/30/21, unless terminated or renewed__

Please check one:

Contractor will provide 100% of the services/goods for this contract.

Contractor will **subcontract** a percentage of the services/goods for this contract to a non-minority business enterprise or a non-profit.

Contractor will **subcontract** a percentage of the services/goods for this contract to the minority-owned business enterprise(s) identified below.

Minority Business Enterprise Name, Address & E-Mail	Minority Category*	Description of Work	Percentage %	Dollar Value

*Minority Categories: Black/African American (**B**), Female (**F**), Hispanic (**H**), Asian American (**A**), American Indian (**I**)

Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE % Availability (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal					25.0%

This form shall accompany all contracts submitted to Purchasing.

Baker, Brenda

Robert Half Quote.

To: Laird, Erik (03260)
Subject: Quote. - Durham County Board of Elections

Hi Brenda,

Good afternoon. I wanted to provide you with a reminder of the bill rates that we agreed to. Each of our candidates receives \$13/hour while on assignment. The hourly bill rate is \$19.98. Our hourly bill rate includes the following:

- All temporary employee's hourly wages
- AGENCY'S payroll taxes
- AGENCY'S Social Security contributions
- Worker's compensation
- Unemployment taxes
- Benefits – Medical, Dental, Vision, etc.
- Liability insurance - \$1,000,000
- Filing of all required government reports
- Handling of reference check requests
- Handling of unemployment and other related claims
- Costs of payroll check processing
- All administrative costs, as the employer
- Generation and distribution of W-2's to all temporary employees

Let me know if I can provide anything else.

Thanks!
-Erik

Erik Laird
Division Director
Accountemps
Tel: 919.489.9109
e-mail: erik.laird@accountemps.com

-----Original Message-----

From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Monday, June 29, 2020 2:01 PM
To: Laird, Erik (03260) <erik.laird@accountemps.com>
Subject: RE: Proof of Insurance for Robert Half International Inc. - Durham County Board of Elections

Hi Erik,

Can you send me a separate email with a quote with our bill rate? Or maybe some type of document with a date on it that include quote information with our bill rate? Due to the large amount on the contract, I have to send Finance updated quote information.

I plan to have the contract over to you soon and also the information you requested for detailed position descriptions.

Please let me know if you have any questions.

Baker, Brenda

Ultimate Staffing Quote.

From: Gaylord Davidson <gdavidson@ultimatestaffing.com>
Sent: Friday, June 26, 2020 8:59 AM
To: Baker, Brenda
Subject: RE: Durham County Board of Elections - Quote Information

Hey Brenda,

We can do a \$19.24/hr. bill rate across the board.

That will include all costs.

Let me know your thoughts.

Thanks,
Gaylord



Gaylord Davidson

| Ultimate Staffing Services, a Roth Staffing Company

ultimatestaffing.com | F: 919.571.6578

2417 Atrium Dr., Suite 210, Raleigh, NC 27607



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From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Friday, June 26, 2020 8:36 AM
To: Gaylord Davidson <gdauidson@ultimatestaffing.com>
Subject: RE: Durham County Board of Elections - Quote Information

Hi Gaylord,

This number is hard to determine, however, it may be upwards of 35 – 40+? Some people will be replacements.

Positions can last from 1 day to up to 3 months.

Thank you,
Brenda

From: Gaylord Davidson <gdauidson@ultimatestaffing.com>
Sent: Friday, June 26, 2020 8:16 AM
To: Baker, Brenda <bwcbaker@dconc.gov>
Subject: RE: Durham County Board of Elections - Quote Information

Hey Brenda,

We can absolutely give you a flat bill rate for all positions, but can you tell me how many total people you will need and for how long?

Once I have these 2 pieces of info., I can send you over a bill rate very quickly.

1. How many total temps. are needed?
2. How long for each of them?

Thanks,
Gaylord



Gaylord Davidson

Market Manager | Ultimate Staffing Services, a Roth Staffing Company

gdauidson@ultimatestaffing.com | F: 919.571.6578



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From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Thursday, June 25, 2020 9:57 PM
To: Gaylord Davidson <gdauidson@ultimatestaffing.com>
Subject: RE: Durham County Board of Elections - Quote Information

Hi Gaylord,

Thank you for providing the information below. Most of the workers we need during the Election cycle will be doing data entry, stuffing envelopes for ballot mailings and packing supplies at the warehouse. Would you be able to give us a flat bill rate for those type of positions?

Thank you,
Brenda

From: Gaylord Davidson <gdauidson@ultimatestaffing.com>
Sent: Monday, June 22, 2020 11:33 AM
To: Baker, Brenda <bwcbaker@dconc.gov>
Subject: RE: Durham County Board of Elections - Quote Information

Hey Brenda,

Answers to the questions are below in red.

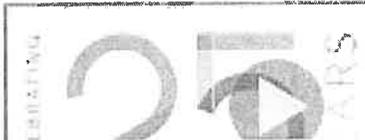
Thanks,
Gaylord



Gaylord Davidson

| [Ultimate Staffing Services](#), a Roth Staffing Company

T: 919.571.6445 | E: gdavidson@ultimatestaffing.com | F: 919.571.6578



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From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Monday, June 22, 2020 11:15 AM
To: Gaylord Davidson <gdavidson@ultimatestaffing.com>
Subject: Durham County Board of Elections - Quote Information

Hello,

We are in search of a Temporary Agency to work with and are looking for a quote on the following:

- Bill rate for \$13/hr – bill rate will vary depending on the skill set and the type of role and the total amount roles requested. There are several factors that play into this that could affect the pricing. Warehouse is right around 45%, data entry is around 50%, and general office is around 55%. This includes the insurance that we give each of our candidates, the cost of their background checks, assessments, and their drug screening tests. I would love

to have a conversation as if you are looking for someone to be exclusive I will be open to talking about doing something a little more creative for you.

- Data Entry Specialists, General Office Work, Warehouse Work (packing supplies) - I have 3 divisions that I oversee and we can handle all the roles requested above. 2 different divisions would handle all of these roles.
- Background Screening – Yes.
- Drug Screening for each employee – Yes.
- Skills Assessment – Yes.

Questions:

- What is your markup price? - varies depending on the types of roles. See above and open to discussing in more detail.
- Is there an online payroll portal for time approval? – Yes.
Can we get workers the same day requested? – Yes, usually depending on the skill set.
- How many active employees do you have in the system? – thousands as we are a national company, but we are also private.
- Can you supply workers for one-day assignments? – Yes.

Brenda C. Baker
Deputy Director of Elections



DURHAM COUNTY
Board of Elections

Durham County Board of Elections
Physical address: 201 N. Roxboro Street, Durham, NC 27701
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

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Baker, Brenda

Davis Technical Staffing Quote.

From: amiller@dtscsolutions.com
Sent: Tuesday, June 30, 2020 4:09 PM
To: Baker, Brenda
Subject: Quote for Services

Hello Brenda Baker,

We received your inquiry regarding a quote for services. Please see the following answers to your questions.

1. What is your markup price/bill rate for \$13/hour?
The bill rate would be \$18.85 (45%).
2. Can you recruit for a Data Entry Specialist, General Office Worker or Warehouse Worker (packing supplies)?
Yes.
3. Does your bill rate include background screening?
Yes.
4. Can you administer Skills Assessment Tests?
Yes.
5. Is there an online payroll portal for time approval?
No.
6. Can we get workers the same day requested?
Not typically. We are not a day laborer. We have a process. Clients are required to complete a job order form. Then review and sign a Rate Quote agreement. We have to make sure candidates are available and we find a candidate that is best qualified for the position. Also, a current drug screening is done for a new assignment. Results take 24-48 hours. Background check usually take a few hours. If no one is available we may have to recruit a new candidate.

I hope my responses were helpful. Feel free to contact me if you have any questions or concerns. Have a great afternoon!

Thank you,

Andrea Miller, Office Manager

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Tel: 919.651.8115 ext. 1002
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