



INTERNAL CONTRACT REQUISITION FORM

CONTRACTOR/VENDOR NAME: Robert Half Technology (The Creative Group) VENDOR # 1000007304 (15-2265)

NAME & E-MAIL OF INDIVIDUAL E-SIGNING ON BEHALF OF THE CONTRACTOR:

Chris McCrea chris.mccrea@roberthalf.com
PRINT NAME E-MAIL ADDRESS

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

SCOPE OF WORK: Desktop Contracted Temporary Support

CONTRACT AMT: from \$36,000.00 to \$51,040.00 CONTRACT TERM: 02/11/19 – 10/31/19 RFP/IFB/RFQ#: N/A

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 increase	I/D	ADDITIONAL INFO
1	1001010000	4200191000	5200160100			\$15,040.00		
2								

RISK MANAGER Contract Requires Risk Management Review/Approval? YES ☐ NO ☒ COUNTY ATTORNEY

Signature: N/A Date: 05/08/19
Contract Requires BOCC Approval? YES ☒ NO ☐ Date of BOCC Approval: Willie Darby Date: 05/08/19

REQUISITIONER

Printed Name/Title: Bonnie I. Simons/IST Sr. Mgr. Date: 05/08/19

E-Mail Address: bsimons@dcconc.gov

DEPARTMENT HEAD OR DESIGNEE (Individual Signing Contract)

Date: _____

DocuSign E-Signature

Printed Name/Title: Greg Marrow/Chief Information Officer

E-Mail Address: gmarrow@dcconc.gov

Department may provide additional comments or instructions below:

Please forward fully executed copy to Bonnie Simons.

FUNDS RESERVATION # _____

Purchasing Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	CONTACT NAME: Robert Half Certificates PHONE (A/C, No, Ext): 818-539-1463 E-MAIL ADDRESS: roberthalf_certificates@ajg.com FAX (A/C, No): 818-539-1801
INSURED Robert Half International Inc. including Robert Half Technology 2613 Camino Ramon San Ramon CA 94583	INSURER(S) AFFORDING COVERAGE INSURER A : Federal Insurance Company INSURER B : XL Insurance America, Inc. INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1376785346

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Em.Liab <input checked="" type="checkbox"/> in OH, WA, WY, ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	35796687	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employer Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	73233217	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll.Ded: \$ 1,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		Y	79217107	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	See attached Supplemental	6/1/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Durham County Information Technology
200 E MAIN ST, FL 5
Durham NC 27701-3649

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Larry Campbell

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

Simons, Bonnie

From: Darby, Willie S.
Sent: Monday, May 6, 2019 4:42 PM
To: Simons, Bonnie
Subject: RE: RHI - Desktop Support Temporary Service Amendment - Needed for BOCC approval

Hi Bonnie:

The RHI Contract Amendment and the COI are hereby approved as to form.

Thanks,
Willie

WILLIE S. DARBY | SENIOR ASSISTANT COUNTY ATTORNEY



County Attorney

200 E. Main St., 2nd Floor
Durham, NC 27701
Office - (919) 560-0709
Fax (919) 560-0719

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From: Simons, Bonnie
Sent: Monday, May 06, 2019 2:39 PM
To: Darby, Willie S. <wdarby@ddconnc.gov>
Subject: RHI - Desktop Support Temporary Service Amendment - Needed for BOCC approval
Importance: High

Mr. Darby,

Please review/advise regarding the attached contract amendment and COI's needed for BOCC approval. I have also attached a copy of the original contract.

Thank you,

Bonnie I. Simons

*200 E. Main Street – 5th Floor
Durham, NC 27701
Office 919-560-7045
Mobile 984-209-0149*

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this 1st day of May, 2019 by and between the **COUNTY OF DURHAM** (hereinafter referred to as "County") and **Robert Half International Inc., doing business through its Division Robert Half Technology** (hereinafter referred to as "Contractor").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated February 7, 2019, for the provision of **Desktop Temporary Support**, (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 October 31, 2019.
2. The compensation paid to Contractor shall be increased to an amount not to exceed \$ 51,040.00.
3. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.
4. 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.
5. 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.

ROBERT HALF INTERNATIONAL, INC.

DURHAM COUNTY

Chris McCrea, District President

Wendell M. Davis, Durham County Manager

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

Attachment 1

STATEMENT OF WORK FOR SERVICE CONTRACT

This is a Statement of Work referred to in the Service Contract, dated November (the "Agreement"), by and between Durham County Information Systems ("you", "your" or "Client") and Robert Half International Inc., through its division Robert Half Technology ("RH"), which Agreement is incorporated into and made a part of this Statement of Work. This Statement of Work shall be effective as of the last date listed below after it is signed by both parties. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

Description of Services: Desktop Support

Services Start Date: 02/13/19

Estimated Timetable: Extend contract end date to October 31, 2019

Job Skills: Service Desk, Active Directory

Job Responsibilities: Provide Desktop Support and Service Desk Analysis

Client Supervisor: Name: Aaron Stone
Phone: 919-560-7085
Email: astone@dconc.gov

RH Account Representative: Name: Chris McCrea
Phone: 919-782-5111
Email: chris.mccrea@roberthalf.com

<u>RH Assigned Individual:</u>	<u>Name:</u>	<u>Bill Rate:</u>	<u>Contract Total Amount:</u>
	Michael Prince	\$47/hr	Not to Exceed \$51,040.00

Termination: Either party may terminate this Statement of Work by giving written notice to the other party.

The parties hereby concur to this Statement of Work.

Agreed to:
Durham County Information Services

Agreed to:
Robert Half International Inc.

By _____
Authorized signature

By _____
Authorized signature

Name (type or print): **Greg Marrow, CIO**

Name (type or print): **Chris McCrea, District President**

Date:

Date:

EXHIBIT A
(For Staffing Agencies Only)
AFFORDABLE CARE ACT REQUIREMENTS

This Exhibit A is an integral part of the contract between the County of Durham (hereinafter referred to as "County"), and Robert Half International Inc., doing business through Robert Half Technology (hereinafter referred to as "Contractor"), which contract is dated February 11, 2019, for the provision of temporary staffing services.

- (1) The Contractor agrees that, effective as of January 1, 2015, it shall offer "affordable," "minimum value" coverage to all "full-time employees" who are assigned by the Contractor to the County. For purposes of this provision:
 - (a) Coverage shall be considered "affordable" if it satisfies one of the "safe harbors" for "affordability" as set forth in Treasury Regulation § 54.4980H-5(e) or any successor regulation thereto;
 - (b) Coverage shall be considered to provide "minimum value" if the percentage of the total allowed costs of benefits provided under the coverage is no less than 60 percent when calculated in accordance with the provisions of 45 CFR § 156.145 or any successor regulation thereto; and
 - (c) A "full-time employee" means an employee of the Contractor who is considered to be a "full-time employee" as that term is defined in Code § 4980H(c)(3) and in the Treasury Regulations issued thereunder and entitled to the coverage and protections provided thereunder.
- (2) County shall pay \$0.00 for each individual per month for each full-time employee of the Contractor who was assigned to the County and who accepts coverage for that month. In the event that a full-time employee of the Contractor was assigned to the County for less than an entire calendar month or was covered for less than an entire calendar month, the employee's status will be determined as of the first day of the calendar month.
- (3) The parties agree that the above provisions are intended to ensure that the County is able to take advantage of the "safe harbor" provided by the Treasury in the preamble to the final "shared responsibility" regulations as published in the Federal Register on February 12, 2014 (79 Fed. Reg. 8544, 8966 (Feb. 12, 2014)) and that the above provisions should be construed and applied accordingly.
- (4) The Contractor shall indemnify the County and hold the County harmless from any and all claims and penalties that may be asserted against the County as a consequence of or arising out of the performance of services by the Contractor under this Agreement, including, but not limited to any penalties that may be assessed against the County under Code § 4980H relating to or caused by any failure on the part of the Contractor to offer "affordable," "minimum value" coverage to any eligible "full-time employees" assigned to the County, and further including any costs and expenses incurred by the County in responding to an actual or proposed assessment of such penalties on the part of the Internal Revenue Service. This Section shall survive the expiration or termination of this Agreement. ("Client Indemnity"). Provided, however, that in no event shall Client Indemnity extend to any taxes, penalties, or other liabilities under IRS Code § 4980H where such tax, penalty or other liability results from the imposition of penalties under (i) Code § 4980H(a), as a result of the failure by Client or its agents or other contractors to make offers of minimum essential coverage to their respective employees under an eligible employer sponsored plan, or(ii) Code § 4980H(b) as a result of Client or its agents or other contractors making an offer of minimum essential coverage to their respective employees under an eligible employer sponsored plan that is either unaffordable or fails to provide minimum value. This Section shall survive the expiration or termination of this Agreement.
- (5) The foregoing requirements shall not apply to any person who is assigned to the County and is engaged for less than sixty (60) days unless and until such time as such person has in fact been engaged for a period of

greater than sixty (60) days. Upon meeting such threshold, the Contractor shall provide to the County the discount for employees that have accepted coverage pursuant to section 2 above.