



Contract Review Sheet

HE-5205-22

Price Agreement #: HE-5205-22 Amendment #: _____

Contact: Sarah Ortiz Department: Health and Human Services

Phone #: (503) 584-4898 Date Sent: Thursday, December 29, 2022

Title: Temporary Staffing recruitments

Contractor's Name: Acro Service Corp

Term - Date From: August 23, 2022 Expires: December 31, 2025

Original Contract Amount: \$ 250,000.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 250,000.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# 16111

Description of Services or Grant Award

Contractor to provide temporary staffing recruitments.

Desired BOC Session Date: 1/25/2023 BOC Planning Date: 1/12/2023

Files submitted in CMS: 1/4/2023 Printed packet & copies due in Finance: 1/10/2023

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS

Finance - Contracts Date Grant Review Contract Specialist

Legal Counsel Date Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 25, 2023

Department: Health & Human Services Agenda Planning Date: 1/12/2023 Time required: 10

Audio/Visual aids

Contact: Sarah Ortiz Phone: 503-584-4898

Department Head Signature: *Ryan Matthews*
DocuSigned by: 7D28A787856F458...

TITLE	Temporary Staffing Recruitments (HE-5205-22)
Issue, Description & Background	Contractor to provide temporary staffing recruitments
Financial Impacts:	Total not to exceed \$250,000
Impacts to Department & External Agencies	Health and Human Services does not anticipate any impacts to other departments
Options for Consideration:	1. Approval of HE-5205-22 2. Deny approval of HE-5205-20 3. Take no action at this time
Recommendation:	Health and Human Services recommends approval of HE-5205-22
List of attachments:	HE-5205-22 - Cooperative Checklist HE-5205-22 - Purchase Order
Presenter:	Jesse Clements

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: sortiz@co.marion.or.us



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Acro Service Corp
39209 W Six Mile Road, Ste 250
Livonia, MI 48152

Purchase Order		
Purchase Order No	Revision	Page
911721		
Ship To:		
Marion County Health and Human Services 3180 Center Street NE Salem, OR 97301 United States		
Bill To:		
Marion County Health and Human Services 3180 Center Street NE Salem, OR 97301 United States		

Customer Acct No 10250	Supplier No 589928	Order Date / Buyer 22-AUG-22 S Ortiz	Revised Date / Buyer S Ortiz
Payment Terms		Ship Via Best Method	F.O.B Destination
Freight Terms Prepaid		Request Or Deliver To	Confirm To / Telephone ()

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Temporary Staffing Recruitments		1			250,000
						Total

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Ryan Matthews, Administrator Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

INTERSTATE COOPERATIVE CHECKLIST

Cooperative:	OMNIA Partners	Contract Start Date	1/1/2017
Title:	Staffing Services and Related Services and Solutions	Contract Expiration Date	12/31/2025
Solicitation#	16111-RFP	Contract #	16111

Requirement	#	Question	Y/N	notes	guidance
279A.220(1)(a)	1	Was the solicitation and award process a manner substantially equivalent to those specified in ORS 279B.055 or 279B.060?	Yes		proceed to question 2
279A.220(1)(b)	2	Does the solicitation allow other governmental bodies to establish contracts or price agreements under the terms, conditions, and prices of the original solicitation? Upload the document or relevant pages into CMS and note in column G where this information can be found.	Yes	Official RFP Document - Scope of Work - Section 2.18	proceed to question 3
279A.220(1)(b)	3	Does the original contract allow other governmental bodies to establish contracts or price agreements under the terms, conditions, and prices of the original contract? Upload the document or relevant pages into CMS and note in column G where this information can be found.	Yes	Original Contract - Section 3.7	proceed to question 4
279A.220(2)(a)	4	Is Marion County specifically listed in the solicitation OR is Marion County a member of the cooperative group? Attach in CMS or link to demonstration of membership.	Yes	RFP - Exhibit 8 - State Notice Addendum	proceed to question 5
279A.220(2)(a)	5	Was the solicitation advertised in Oregon? Upload the advertisement document into CMS.	Yes		usable by MC
279A.220(2)(b)	6	Has Marion County advertised a notice of intent to establish a contract under the cooperative?	Yes		usable by MC

ORS 279A.200 (1)(d) "Interstate cooperative procurement" means a permissive cooperative procurement in which the administering contracting agency is a governmental body, domestic or foreign, that is authorized under the governmental body's laws, rules or regulations to enter into public contracts and in which one or more of the participating governmental bodies are located outside this state.

Examples: OMNIA Partners, Sourcewell, HGAC, NCPA

SERIAL 16111-RFP

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

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

2.18 **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):**

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

3.0 PROCUREMENT REQUIREMENTS:

3.1 DELIVERY:

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

3.2 USAGE REPORT:

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

3.3 BACKGROUND CHECK:

Respondents are advised that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.4 INVOICES AND PAYMENTS:

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

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price

Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

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

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

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

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

3.7 **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

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

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B" **and Exhibit "B-1"**, or as otherwise directed in writing by the Procurement Officer or other using organization.

5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations as required.

SERIAL 16111-RFP

Clackamas River Water Providers
 eickhoff dev co inc
 Cornerstone Association Inc
 The Klamath Tribe
 advocate care
 Cannon Beach Fire
 Life Flight Network LLC
 COVENANT RETIREMENT COMMUNITIES
 PENTAGON FEDERAL CREDIT UNION
 SAIF CORPORATION
 GREATER HILLSBORO AREA CHAMBER OF
 COMMERCE
 LANE ELECTRIC COOPERATIVE
 USAGENCIES CREDIT UNION
 PACIFIC CASCADE FEDERAL CREDIT UNION
 LOCAL GOVERNMENT PERSONNEL INSTITUTE

GRANTS PASS MANAGEMENT SERVICES, DBA

SPIRIT WIRELESS

Kartini Clinic

Astra

Beit Hallel

Cvalco

Elderhealth and Living

OREGON CORRECTIONS ENTERPRISES

OREGON STATE HOSPITAL

OFFICE OF PUBLIC DEFENSE SERVICES

Clatskanie People's Utility District

PIONEER COMMUNITY DEVELOPMENT

MARION COUNTY HEALTH DEPT

Ricoh USA

Heartfelt Obstetrics & Gynecology

Coquille Economic Development Corporation

CITY/COUNTY INSURANCE SERVICE

COMMUNITY CYCLING CENTER

Shangri La

Portland Impact

Eagle Fern Camp

KLAMATH FAMILY HEAD START

RIVER CITY DANCERS

Oregon Permit Technical Association

KEIZER EAGLES AERIE 3895

Pgma/Cathie Bourne

Sunrise Water

Burns Paiute Tribe

Oregon Public Broadcasting

La Grande Family Practice

Sphere MD

BIENESTAR, INC.

sunrise water authority

EAsern Oregon Trade and Event Center

Waste-Pro

NPKA

Confederated Tribes of Warm Springs

Oregon State Credit Union

PIONEER TELEPHONE COOPERATIVE

Halsey-Shedd Fire District

Nez Perce Tribe

Obsidian Urgent Care, P.C.

First Presbyterian Church of La Grande

CONFLUENCE ENVIRONMENTAL CENTE

A&I Benefit Plan Administrators, Inc.

K Churchill Estates

CSC HEAD START

NORTHWEST VINTAGE CAR AND MOTORCYCLE

crescent grove cemetery

Account Type: City Special District (21 records)

Roseburg Police Department

Molalla Rural Fire Protection District

MONMOUTH - INDEPENDENCE NETWORK

EUGENE WATER & ELECTRIC BOARD

MALIN COMMUNITY PARK AND RECREATION
 DISTRICT

TILLAMOOK PEOPLES UTILITY DISTRICT

GLADSTONE POLICE DEPARTMENT

GOLD BEACH POLICE DEPARTMENT

THE NEWPORT PARK AND RECREATION
 CENTER

RIVERGROVE WATER DISTRICT

TUALATIN VALLEY FIRE & RESCUE

GASTON RURAL FIRE DEPARTMENT

CITY COUNTY INSURANCE SERVICES

SOUTH SUBURBAN SANITARY DISTRICT

SOUTH FORK WATER BOARD

SUNSET EMPIRE PARK AND RECREATION

AFFIDAVIT OF PUBLICATION



DJC

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by **ORS 193.010 and 193.020**; published at **Portland** in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**MASTER AGREEMENT FOR STAFFING SERVICES AND RELATED SERVICES AND SOLUTIONS
US Communities Government; Bid Location Maricopa, AZ, Maricopa County; Due 07/14/2016 at 02:00 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 time(s) in the following issues:

5/23/2016
6/1/2016

5/25/2016
6/3/2016

5/27/2016
6/6/2016

5/30/2016

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **6th** DAY OF **June**, 2016

Nick Bjork

Nick Bjork

Felicia Delgatto
Notary Public-State of Oregon



**U.S. COMMUNITIES
MASTER AGREEMENT FOR
STAFFING SERVICES AND RELATED
SERVICES AND SOLUTIONS
Proposals due 2:00pm, July 14, 2016
REQUEST FOR PROPOSALS**
Maricopa County, AZ (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Staffing Services and Related Services and Solutions. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on July 14th, 2016. Additional information may be found at: www.maricopa.gov/procurement/solicitation.aspx.
Published May 23, 25, 27, 30; Jun. 1, 3 & 6, 2016.
11075129

Mary Pelfrey
U.S. Communities
5929 Copperleaf Commons Ct
Charlotte, NC 28277-2058

Order No.: 11075129
Client Reference No: