



Maricopa County

Office of Procurement Services

www.maricopa.gov

March 2, 2022

Chief Procurement Officer
160 South 4th Avenue
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

ACRO Service Corporation
39209 W. Six Mile Rd. Ste 250
Livonia, MI 48152

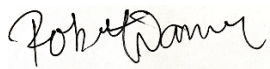
Your company, **ACRO Service Corporation** (the "Contractor"), currently holds Contract Serial No. **16111-RFP Staffing Services and Related Services and Solutions** with Maricopa County ("County") entered into on **November 16, 2016** (hereinafter the "Contract"). The Contract currently has an expiration date of **December 31, 2023**. The Contract provides for renewal options and the County is seeking to renew the term for a period of **two years** through **December 31, 2025**. It also provides terms that the County and Contractor may amend the Contract, if amendments are put in writing, approved and signed by both parties.

The County is considering renewing the Contract under the existing general terms and conditions, with the exception that newly approved statutory and County requirements must be either added or clarified by amendment. The proposed amendments to the Contract are attached as a part of this renewal letter and are subject to agreement of the parties.

This letter does not guarantee this Contract will be renewed nor is it an offer to renew. It is solely to determine whether the Contractor is interested in possible renewal, in the event the County determines that renewal is in its best interests. The County intends to amend the Contract to include the language in the Attachment following this letter (if there is no Attachment, there are no additional terms/conditions changing in the Contract). By agreeing to this renewal, the undersigned also agrees to the amendments on behalf of Contractor, which will be added to the Contract by written agreement of both parties in the event that the County decides to renew this Contract. The individual signing this letter acknowledges that they are authorized to contractually obligate Contractor to agree to the amendments and additional contract term.

Please return this letter to our office **as soon as possible but no later than seven business days** along with an updated **Certificate of Insurance** as described in the Insurance section of the Contract to include any changes that may be outlined in the Amendment. **FAILURE TO APPROVE AND RETURN THIS LETTER AND A VALID CURRENT CERTIFICATE OF INSURANCE AS NOTED ABOVE WILL RESULT IN YOUR CONTRACT ENDING UPON THE ORIGINAL END DATE OF THE CONTRACT.** For further information regarding the renewal and the proposed amendments, please contact the Procurement Officer, Robert Namor, at (602) 506-8707.

If there are any changes to your contact information as indicated above, please note them on your response. It is the responsibility of the Contractor to maintain current contact information with Maricopa County Finance (<https://www.maricopa.gov/5169/Vendor-Information>) and with PERISCOPE S2G (<https://www.periscopeholdings.com/s2g>) in order to ensure proper routing of notices.

By: 
Name, Procurement Officer

By: _____
Signature - Approved

Signature - Disapproved

PRINT NAME AND TITLE

DATE

SERIAL: 16111-RFP

1.0 MARICOPA COUNTY STANDARD CONTRACTUAL TERMS AND CONDITIONS FOR INVITATION FOR BIDS:

1.1 INVOICES: (Change to current contract clause: Section 3.3, clause 3.3.3)

1.1.1 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/922/Vendors>) (<https://www.maricopa.gov/5169/Vendor-Information>).

1.2 APPLICABLE TAXES: (Replacement contract clauses: Section 3.4, clauses 3.4.1, 3.4.2, 3.4.3)

~~1.1.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.~~

~~1.1.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.~~

~~1.1.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.~~

1.2.1 It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal, with the exception of taxes that cannot be included in the proposed billing rates because they apply to the amount billed (for example, sales taxes and State of Washington B&O tax) and such taxes will be billed separately on the invoice. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

1.2.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the contractor shall be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

1.2.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or state and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

~~1.2 TAX (SERVICES): (Delete current contract clause 3.5)~~

~~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.~~

~~1.3~~ ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW: (Change contract clause: Section 6.25, clause 6.25.1)

1.3.1 In accordance with section ~~MC1-373~~ MCI-374 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) 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.

~~1.4~~ RIGHTS IN DATA: (Add contract clause and renumber: Section 6.17, clauses 6.17.1, 6.17.2)

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

1.4.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

~~1.5~~ NON-DISCRIMINATION: (Change contract clause: Section 4.27)

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

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf)

~~1.6~~ CONFIDENTIAL INFORMATION : (New contract clauses: Section 6.42: clauses 6.42.1, 6.42.2, 4.39.3)

1.6.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.

1.6.2 The contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary

or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

- 1.6.3 Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.