

AMENDMENT No.3
To
SERIAL 16111-RFP STAFFING SERVICES AND RELATED SERVICES AND SOLUTIONS

Between

ACRO SERVICE CORPORATION
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and ACRO Service Corporation ("Contractor") have entered into a Contract for the purchase of Staffing Services and Related Services and Solutions dated January 1, 2017 ("Agreement") County Contract No: 16111-RFP.

WHEREAS, County and ACRO Service Corporation have agreed to further modify the Agreement by changing certain terms and conditions;

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

1. The addition of language to the end of section 6.1 INDEMNIFICATION
2. Modification to the address listed in Section 6.2.18 Cancellation and Expiration Notice
3. Modification to Procurement Code Reference in Section 6.25 Access to and Retention of Records for the Purpose of Audit and/or Other Review
4. Addition of Forced Labor Language as Section 6.43

Please see below for the revisions:

Additional Language:

Notwithstanding anything to the contrary in the Agreement, Acro shall not be liable for any claim, loss, or liability of any kind whatsoever (collectively, "claims") arising from the County requesting or permitting assigned employees of Acro or its associate vendors (i.e., subcontractors) to use any vehicle (including but not limited to automobiles, buses, trucks, forklifts, and powered industrial vehicles) regardless of ownership, in connection with the performance of services for the County. The County shall indemnify and hold harmless Acro and any involved associate vendor with respect to all such claims, except Workers' Compensation claims.

Notwithstanding anything to the contrary, Contractor shall not be liable for the acts or omissions of the assigned employees of Acro or its associate vendors (i.e., subcontractors) while under the direction, control, or supervision of County.

Current Language:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 160 South 4th Avenue 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

Modified Language:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended,

canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **301 West Jefferson St. Suite 700** ~~160 South 4th Avenue~~ ~~320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

Current Language:

In accordance with section **MC1-373** ~~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.

Modified Language:

In accordance with section **MC1-372** ~~MCI-373~~ ~~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.

Additional Language:

FORCED LABOR

- 1.1.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.
- 1.1.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:
 - 1.1.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 1.1.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 1.1.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 1.1.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180 day period, the agreement terminates on the agreement termination date.

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

SERIAL 16111-RFP

ACRO SERVICE CORPORATION

Authorized Signature

Sean Trimble / Chief Operating Officer

Printed Name and Title

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

Address

January 6, 2023

Date

MARICOPA COUNTY:

Kevin Tyne

Chief Procurement Officer

January 6, 2023

Date