



Maricopa County
Office of Procurement Services

www.maricopa.gov

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

March 18, 2021

Your company, Midwest Tape, LLC (the "Contractor"), currently holds Contract Serial No. 16070-RFP for Library Materials and Related Services with Maricopa County ("County") entered into on April 20, 2016 (hereinafter the "Contract") and effective May 1, 2016. The Contract currently has an expiration date of April 30, 2021. The Contract provides for renewal options and the County is seeking to renew the term for a period of five (5) years. 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 within five (5) business days of the date of this letter 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 Senior Procurement Officer, Brian D. Walsh, at (602) 506-3243.

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 (http://www.maricopa.gov/922/Vendors) and with Bidsync (www.bidsync.com) in order to ensure proper routing of notices.

By: [Signature]
Name, Sr. Procurement Officer

By: [Signature]
Signature - Approved

Signature - Disapproved

Jeff Jankowski, Vice President
PRINT NAME AND TITLE

March 23, 2021
DATE

SERIAL: 16070-RFP

1.0 MARICOPA COUNTY CONTRACTUAL CHANGES TO THE TERMS AND CONDITIONS:

1.1 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01 (New Section)

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 48421.

1.2 UNIFORM ADMINISTRATIVE REQUIREMENTS: (New Section)

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

1.3 CONFIDENTIAL INFORMATION: (New Section)

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.

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 fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information s shall be referred to the County for review and approval, prior to any dissemination

1.4 GOVERNING LAW: (Section 5.30 shall be deleted in its entirety and replaced with the following)

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.