



# Confidential

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## DOCUMENT CONVERSION SERVICES CONTRACT

LIN-CUM, INC., an Arizona Corporation with Federal Tax I.D. #86-0458048 located at 3020 W. Windsor Ave. in Phoenix, Arizona, herein agrees to perform the document services described in the paragraphs below.

This agreement is made between LIN-CUM, INC. (hereinafter referred to as LIN-CUM) and Gila County Board of Supervisors; 1400 E. Ash Street, Globe, Arizona 85501, (hereinafter referred to as "the County.") The terms, conditions, and pricing stated herein may be applied to the same or similar projects. However, any dissimilarities in document sizes or procedures to be employed may require additional evaluation and/or altered pricing for those projects.

Terms and conditions of this agreement shall remain in effect for a period of twelve (12) months. The agreement may be extended for additional twelve (12) month periods, or until terminated by either party by written notice 30 days prior to such termination. However, pricing is subject to change at the end of each twelve (12) month period.

Charges shown shall remain in effect for a twelve (12) month period. Unit pricing shown shall prevail, regardless of volumes serviced.

**I. APPLICATIONS: EST. VOLUME**

Based upon 2009 file conversions:  
Agenda & Items & Board Minutes

7,361 pgs; 95 indexes

**II. PROPOSED PROCEDURES:**

**Film and process to archival microfilm, and scan to electronic format.**

Pick up and prepare records for filming and scanning; documents are usually pre-prepared; staples removed, etc. **Archival microfilm to rollfilm for archival purposes; digitize and index to CD-R, for administrative and research purposes, with one backup set for disaster planning.**

The records are microfilmed to rollfilm and archivally processed; boxed, titled and indexed. The images are then scanned to TIFF image format and QC verified. The records will be indexed by Classification and Date or Number. All images will be verified by the scanning

technician as properly aligned, clearly readable, with no streaks or smudges. For any document/page which is illegible or of such quality that correction requires replacement or alteration, to prevent alteration of the document, all attempts will be made to obtain a replacement copy of the page or document. If a better copy is not available, the illegible or poor quality document/page will be identified with a stamp (“Poor Quality Original”), in the upper right corner of the page/image.”

The files will then be compiled and burned to a “master” CD-R, for each year as requested, and a duplicate set will be produced for the County’s research files. The “master” set is preserved in the vaults at LIN-CUM for backup and disaster recovery or other equivalent facility of the County’s choosing. A copy of the software for installing and/or reviewing the documents on the CD-R/DVD, will be included on each CD-R/DVD provided to the County.

At the time LIN-CUM picks up the records, it will have the authorized County representative sign a Certificate of Authenticity certifying that the records being picked up are original documents or facsimiles thereof. Likewise, when LIN-CUM converts the files to TIFF or PDF image files and records them on the CD-R, a LIN-CUM technician will sign the Certificate of Authenticity and include same on the County’s CD-R. However, this certification is only valid for the records as they reside on the CD-R. Once the files are uploaded or moved to another storage medium, LIN-CUM can no longer vouch for the authenticity of THOSE files.

An Arizona DLAPR Certificate of Compliance shall also be completed by LIN-CUM and submitted to the County for completion and forwarding to AZ DLAPR.

The original source document files shall be retained at LIN-CUM for up to 90 days from date of receipt by the County, free, for the County representative to verify and accept the CD-R files. At that time, at the discretion of the County representative, the paper documents shall be shredded and certified-destroyed by LIN-CUM at the fee listed or returned to the County at the standard transport charge or whenever the next pickup is scheduled at no charge.

<b>III. CONVERSION - UNIT PRICING:</b>	<b><u>Roll film &amp; CD-R</u></b>
Pickup and delivery, maximum per trip*	\$ 55.00
Set up and step testing, per appl.	9.00
Document Sort/Preparation if required; per hour	15.50
Archival Microfilming- letter/legal size; per image	.029
Archival Microfilming- maps, drawings to 35mm film; per sheet	.35
Scanning - standard size (letter/legal); per image	.062
Scanning- maps, drawings to standard formats; per sheet	1.10
Microfilmed image scanning to electronic images	.068
Microfiche jacket image scanning to electronic images	.068
Electronic indexing (per field)	.07
Compiling & producing CD-1 <sup>st</sup> CD	60.00
- add'l. CDs	40.00

Duplicating (incl. CD and labeling); per disk	25.00
Shredding and certified destruction, per box	5.00
Vault storage: Masters- <u>Annual</u> charge**;	
Original Microfilm jackets; per thousand	64.00
Original Rollfilm; per roll	4.20
CD/DVD; per disk	12.50

Unit prices shall prevail, when actual volumes are not as estimated

\* Maximum to be charged per trip; may be less, as trip charges are apportioned to all clients serviced on the same trip.

\*\* Minimum charge of \$2.00 per month will apply

**IV. UNIT PRICING, EXTENDED TO 7,361 PAGES, 95 INDEXES PER YEAR:**

Procedure	Unit Charge	Qty.	Extended*
			<b>Microfilm &amp; CD-R</b>
Set up and step testing	9.00	2	\$ 18.00
Document Sort/Preparation, per hour	15.50	14.3	221.65
Filming	.029	7,361	213.47
Scanning	.062	7,361	456.38
Electronic indexing (per field; 2)	.07	95	6.65
Compiling & producing CD-1 <sup>st</sup> CD	60.00	3	180.00
- add'l. CDs	40.00		0
Duplicating (incl. labeling); per disk	25.00	3	75.00
Shredding and certified destruction; per box	5.00	3	15.00
<b>Total annual</b>			<b>\$1,186.15</b>
Vault storage: Masters- <u>Annual</u> charge**			
Microfiche; per thousand	64.00	632	\$ 40.45
Roll film; per roll	4.20	4+3	29.40
CD-R/DVD; per disk	12.50	2+1	<u>37.50</u>
			<b>\$ 107.35</b>

\* Plus applicable sales taxes and shipping charges

\*\* Minimum charge of \$2.00 per month

**V. TURNAROUND PROPOSED**

Standard scheduled turnaround for microfilming averages 8 hours per 3,000 images; for scanning averages 8 hours per 1,500 images. Therefore, the entire job could be done at one time, in approximately one week. Shorter turnarounds may be arranged as required. Access to records while in production is available upon customer-authorized request, with copies faxed to the requestor as needed. Records are stored for up to 90 days after filming/scanning, (free), to allow time for media approval. Records are then returned or destroyed at the County's request.

**VI. QUALITY ASSURANCE**

All jobs are quality checked at each stage; prep., filming/scanning, processing, titling and indexing, duplicating, and final. Film chemicals and film are tested at the beginning of every job and each roll. Only deep bath, five-stage processing is used, to assure longevity of the

film. Any workmanship or material discrepancies are re-filmed/scanned at no charge.

#### **VII. DATA PROTECTION/LIABILITY ASSUMPTION**

LIN-CUM is liability-insured for coverage amounts in compliance with the requirements of the State of Arizona agencies. All LIN-CUM employees are bonded by Employee Agreement against dissemination or disclosure of confidential information.

#### **VIII. ARCHIVAL CERTIFICATION**

Methylene Blue testing (residual thiosulphate) is done routinely to insure archival quality. This testing is in compliance with Federal Regulations 1230, Sec. 36, ANSI/NAPM IT9.1-1992, and PH4.8-1985, (archival for >100 years minimum). This periodic assurance testing is normal procedure for which there is no additional charge.

**LIN-CUM cannot certify archival quality of optical/laser disk-stored data, beyond that of the media manufacturers, which vary from 30-100 years. LIN-CUM suggests re-copying laser disk recorded data every five (5) years or less, thereby "restarting the clock" for another such period. This will ensure long-term preservation, until such time as archivability can be properly tested and assured throughout the industry. The Florida State Legislature, in 1997, accepted laser/optical disk as an archival solution, as long as they are recopied every 10 years.\* Arizona State Supreme Court has also approved procedural use of CD/OD for archiving their court files with periodic recopying procedure, or recopied during technology migration, whichever comes first.\*\***

\* Florida State Legislature ruling as reported in *Imaging Magazine*, October 1997.

\*\* LIN-CUM participated in reviewing and inputting to the Arizona State Supreme Court standards and procedures, adopted in 1998;  
[http://www.supreme.state.az.us/cot/Standards/Standards\\_default.htm](http://www.supreme.state.az.us/cot/Standards/Standards_default.htm)

#### **IX. TERMS**

Monthly invoices will be submitted for work completed during that period. Each invoice will bear the Contract Number or Purchase Order Number, and will itemize the work that was performed, for accounting purposes. Payment of the invoice is due within 30 days from the invoice date, provided the work has been completed in a satisfactory manner, unless official notification has been provided by the County that the work as listed on the invoice has not been completed in a satisfactory manner.

#### **X. GOVERNING LAW**

Both parties agree that this contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the Superior Court of the State of Arizona. The parties agree that even if this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.

**XI. CANCELLATION**

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

**XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

LIN-CUM hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to LIN-CUM's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). LIN-CUM shall further ensure that each subcontractor who performs any work for LIN-CUM under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of LIN-CUM and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of LIN-CUM's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting LIN-CUM to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, LIN-CUM shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

LIN-CUM shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of LIN-CUM.

This agreement will become effective on September 15, 2010, and shall remain in force for a period of twelve (12) months. The agreement may be extended for up to twelve (12) months by mutual agreement of LIN-CUM and the County. However, either party may terminate this Agreement by providing the other party at least thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to LIN-CUM's document conversion services. The County hereby affirms that this agreement is not entered into in reliance upon any representations at variance with the terms of this agreement as set forth herein. This agreement may be executed on behalf of LIN-CUM only by an authorized officer/representative of LIN-CUM.

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement.

IN WITNESS WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety:

LIN-CUM, INC. ACCEPTANCE:

By \_\_\_\_\_  
Charles C. Cummins, Jr.  
Title Vice President-Client Servicing  
Date \_\_\_\_\_

GILA COUNTY ACCEPTANCE:

By \_\_\_\_\_  
Michael A. Pastor,  
Title Chairman, Board of Supervisors  
Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Bryan B. Chambers  
Title Chief Deputy County Attorney  
Date \_\_\_\_\_