

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 1005.120/2-2011

MICROFILM STORAGE SERVICES

THIS AGREEMENT, made and entered into this 5th day of April, **2011**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and US Imaging, Inc., of the City of Saginaw, State of Michigan, hereinafter designated the Contractor.

WITNESSETH: That the Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor's goal is to provide the most secure and cost effective document management services possible for the Gila County Recorder's Office.

The Contractor will provide storage and retrieval of 16mm microfilm jackets and/or 16mm rollfilm at their secured records storage center in Saginaw, MI. The microfilm will be tracked in the Contractors computerized tracking system at all times. Once files have reached the end of their retention schedule, the Contractor will contact the County Recorder to arrange an extension, pick up, or destruction.

Microfilm Storage:

The Contractors facility is the only document storage center in Mid Michigan, specifically designed for Microfilm Storage. The storage center is made of steel construction on a four-foot (4') concrete base and is fourteen-feet (14') above the one-hundred year flood plain. It has a Durolast roof, dry sprinkler system, and a motion detector security system which is monitored twenty-four (24) hours a day seven (4) days a week. It has two (2) indoor loading docks to keep documents out of the weather while unloading. The industrial shelving system is made of steel uprights, steel beams and steel decking.

The Contractor's experienced staff, vehicles and facility are all insured to meet or exceed all requirements recommended by the Professional Records and Information Storage Management Association (PRISM) and HIPAA.

The Contractor shall have a detailed confidentiality policy which is strictly enforced. The Contractors employees shall all be under non-disclosure agreements and have undergone a stringent background check.

Plant Security:

The facility shall have strict security procedures and physical deterrents. All doors are to remain constantly locked. There is no public access to the facility and all guests must sign in and be accompanied by an employee. There shall be video surveillance monitors in the warehouse, entrances and exits. The entire facility shall be climate and humidity controlled with industrial fire protection.

Transportation and Tracking:

The Contractors experienced staff will load the microfilm into new fifteen-inch (15") storage boxes; place content and barcode tracking labels on each box and transport them directly to the storage center. Each box will be indexed with the County name, document type, retention period, and rollfilm numbers within each box.

ARTICLE II – FEES: Film was retrieved in May of 2010. Charges began in June of 2010. Ongoing fiche creation will be added to storage and additional space added and charged as required.

Monthly / Annual Storage:

Boxes/microfilm will be tracked by a state of the art computer system specifically designed for Professional Record Storage Centers. The Contractors solution eliminates unused space, overburdened space, damaged records and the labor to manage the filing system. The investment for storage is \$2.50 per cubic foot or one-hundred microfilm jackets per month.

Gila County currently has thirty-two (32) cubic feet of fiche for storage. One (1) cubic foot of storage=\$2.50/month. The County total monthly storage is 32x\$2.50=80/month or \$960 annually.

These quantities are best estimates. All invoicing will reflect actual quantities incurred. Invoices will be issued monthly during the conversion and will be determined by the amount of work completed during each month.

1. Retrieval Services Regular Business Hours

- a. The Contractor will pull requested files/records for **\$2.00** per file/roll/record.
- b. To retrieve a file/record, the County will fill out a retrieval form and fax it or email it to the Contractor.
- c. Files/records requested by 2:00 pm, Michigan time, will be e-mailed or faxed in the afternoon of the same day.
- d. Files requested after 2:00 pm will be e-mailed or faxed the following day.
- e. Files/records can be shipped via UPS for **\$15.00** plus UPS shipping charges.
- f. Pages e-mailed or faxed are **\$0.35** per page.

2. Retrieval Services Emergency Calls & After Hours

- a. Emergency retrievals must be phoned in and will be retrieved within sixty (60) minutes.
- b. Emergency retrievals pulled during normal business hours are **\$15.00** per file, plus transmission or delivery.
- c. After hours retrievals are **\$40.00** per folder/record, plus transmission or delivery.

ARTICLE III – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE IV - INDEMNIFICATION CLAUSE: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, and employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor 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 Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 Contractor 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, Contractor 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, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor 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 Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE IX – TERM: The term of the contract shall commence upon award and remain in effect for a period of three (3) years. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract period for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed with a not-to-exceed without written authorization budget of \$ 5,000.00. Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Contractor.

Gila County employs a "Net 15" for payment terms on professional services meaning the payment will be issued (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 5,000.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

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MICROFILM SOTRAGE SERVICES

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

**Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney**

CONTRACTOR:

US IMAGING, INC.

Rhonda Olson

Contractor Signature

Rhonda Olson

Print Name

Project Manager

Contractor Title