



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

1. Agenda Item Number:

**20**

2. Council Meeting Date:

February 26, 2009

TO: **MAYOR & COUNCIL**

3. Date Prepared: January 23, 2009

THROUGH: **CITY MANAGER**

4. Requesting Department: Planning & Dev

5. **SUBJECT:** Extend agreement no. PL7-915-2438 for Microfilming and Electronic Imaging with Lin Cum, Inc., in an amount not to exceed \$58,000.

6. **RECOMMENDATION:** Recommend extending agreement no. PL7-915-2438 for Microfilming and Electronic Imaging with Lin Cum, Inc., in an amount not to exceed \$58,000.

7. **HISTORICAL BACKGROUND/DISCUSSION:** This contract is for microfilming building and engineering plans. The City sends the plans to the vendor for microfilming. The vendor creates aperture cards and an archival-quality backup roll. The vendor then sends the aperture cards and the original plans to the City and stores the microfilm roll per State of Arizona standards.

8. **EVALUATION PROCESS:** In April 2007, Council awarded a one-year contract with four one-year optional extensions to Lin Cum, Inc. to provide microfilming and electronic imaging services. The contract expires April 30, 2009 and staff is requesting a second one-year extension. The contractor has agreed to extend the contract with no price increases.

9. **FINANCIAL IMPLICATIONS:** Applicants pay for this service as part of their development permit fees. The City deposits the funds in a payable account and pays the vendor as required. Staff estimates \$50,000 for the one year term. Any expenses to the City for these services are administrative costs. Additional services are utilized by Public Works for GIS applications account no. 101.3020.0000.5219 Other Professional/Contract Services \$8,000.

10. **PROPOSED MOTION:** Move to extend agreement no. PL7-915-2438 for Microfilming and Electronic Imaging with Lin Cum, Inc., in an amount not to exceed \$58,000, per staff recommendation.

**APPROVALS**

11. Requesting Department

Dave Nakagawara, Assistant Planning & Dev.  
Director

12. Department Head

Jeff Kurtz, Acting Planning & Dev. Director

13. Procurement Officer

Glenda Shackelford, CPPB

14. City Manager

W. Mark Pentz

AMENDMENT NUMBER TWO  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
LIN CUM, INC.  
FOR MICROFILMING AND ELECTRONIC IMAGING  
AGREEMENT NO. PL7-915-2438

This Amendment No. 2 to that certain Agreement Between the City Of Chandler (CITY) and Lin Cum, Inc. (CONTRACTOR) for Microfilming and Electronic Imaging Services dated March 6, 2007, and is entered into this            day of            , 2009.

WHEREAS, a one year agreement with four (4) additional one year renewal options was awarded to Lin Cum, Inc for Microfilming and Electronic Imaging Services. The agreement was extended for one year in March, 2008. This is the second renewal option.

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, May 1, 2009 through April 30, 2010,
2. Attached "Contractor Immigration Warranty" documents shall be incorporated as Exhibit C. **Section 2.4. Compliance with Applicable Laws** of agreement is amended to add the following language,
  - 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
  - 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
  - 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
  - 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
  - 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include

construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

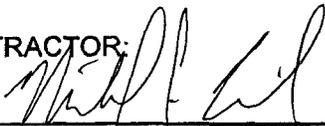
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

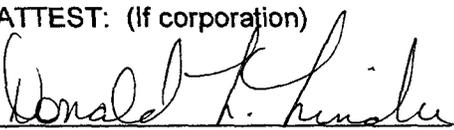
CONTRACTOR:

By:   
Title: MICHAEL C. LINDER  
PRESIDENT

APPROVED AS TO FORM:

City Attorney 

ATTEST: (If corporation)

  
Secretary

ATTEST:

\_\_\_\_\_  
City Clerk

WITNESS: (If individual or Partnership)  
\_\_\_\_\_

[SEAL]

**EXHIBIT C**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number: PL7-915-2438</b>		
<b>Name (as listed in the contract): Lin Cum, Inc.</b>		
<b>Street Name and Number: 3020 W. Windsor</b>		
<b>City: Phoenix</b>	<b>State: AZ</b>	<b>Zip Code: 85009</b>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**

  
\_\_\_\_\_

**Printed Name:** MICHAEL C. LINDER

**Title:** PRESIDENT

**Date (month/day/year):** 1/22/09