

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**Wolf Creek Productions dba The Real Graphic Source**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Printing, copying, scanning and delivery services**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$150,000  
(§3) **Contract Beginning Date:** 7/1/2017      **Contract Termination Date:** 6/30/2018  
(§4) **Liquidated Damages:** n/a

**INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6) <b>Commercial General Liability</b>	(\$1,000,000)	<u>X</u>	<u>      </u>
(§7) <b>Automobile Liability</b>	(\$ 300,000) Personal Auto	<u>      </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	<u>      </u>
	(\$1,000,000) Commercial Policy	<u>      </u>	<u>X</u>
(§8) <b>Worker's Compensation</b>		<u>X</u>	<u>      </u>
(§9) <b>Errors and Omissions</b>	(\$1,000,000)	<u>      </u>	<u>X</u>

**LICENSES AND PREVAILING WAGES**

(§14) Designate all required licenses:  
\_\_\_\_\_

**NOTICE & IDENTIFICATION**

(§26) **Contractor: The Real Graphic Source**      **County of Nevada:**  
749 Maltman Drive      950 Maidu Avenue  
Grass Valley, CA 95945      Nevada County, CA 95959

Contact Person: Jean Hauser      Contact Person: Mary Ross  
( 530 ) 273-8835      ( 530 ) 265-1705  
e-mail: jean@therealgraphicsource.com      e-mail: mary.ross@co.nevada.ca.us

**Contractor is a:** (check all that apply)  
Corporation:             Calif.,             Other,      X LLC,             Non-profit  
Partnership:             Calif.,             Other,             LLP,             Limited  
Person:             Individ.,             Dba,             Ass'n             Other

**EDD:** Independent Contractor Worksheet Required:             Yes      X No  
**HIPAA:** Schedule of Required Provisions (Exhibit D):             Yes      X No

**ATTACHMENTS**

Designate all required attachments:

	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<u>X</u>	<u>      </u>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<u>X</u>	<u>      </u>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<u>X</u>	<u>      </u>
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	<u>      </u>	<u>X</u>

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

#### 1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule") . If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

#### 2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

### Time for Performance

#### 3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

#### 4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

#### 5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

#### 6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**Public Contracts**

**15. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

**16. Accessibility (County Resolution No. 00190):**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

**Default and Termination**

**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

### Miscellaneous

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**27. Authority:**

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**CONTRACTOR:**

**COUNTY OF NEVADA:**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Honorable Hank Weston  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Julie Patterson Hunter  
Clerk of the Board of Supervisors

## EXHIBIT "A"

### SCHEDULE OF SERVICES

The County and Contractor agree to the following scope of services:

#### 1 Definitions

- 1.1. A **Billing Department** is a County department with a unique password protected website login. By using the password protected login the Contractor can assume that the County has approved the services that are being requested. Each Billing Department will have a unique billing address and administrative contact to work through billing and payment issues that may arise.
- 1.2. A **Billing Period** is the length of time that the Contractor accumulates charges against each Billing Department. The Billing Period will be semimonthly with an invoice issued for services provided between the 1<sup>st</sup> and 15<sup>th</sup> and a second invoice issued for services provided between the 15<sup>th</sup> and the end of the month.
- 1.3. A **Requested Delivery Date** is the date and time by which the County employee requests that the services be completed and delivered.
- 1.4. An **Agreed Upon Delivery Date** is the date and time by which the Contractor and requesting party agree that the services will be completed and delivered.

#### 2 Service Requesting System

- 2.1. Contractor will provide an electronic request system; preferably at the Contractor's website.
- 2.2. Other modalities of request (e.g. phone, email or over the counter) may be employed based on mutual consent between the Contractor and Billing Department.
- 2.3. The Contractor agrees to check with the Billing Department contact prior to performing any printing service from an individual that has not been previously authorized or for whom the work is atypical in nature or otherwise suspicious.
- 2.4. The electronic request system must allow for a County employee to:
  - 2.4.1. submit a detailed request for services, listing all critical attributes including but not limited to, number of pages, number of copies, type of paper, simplex or duplex, type of binding if any, and color or black & white reproduction;
  - 2.4.2. schedule a pick-up and delivery location by address and room number (or building and department name), with the option of drop-off and pick-up by department at Contractor's site;
  - 2.4.3. request a 'needed by' date and time for work to be completed;
  - 2.4.4. specify the County department for billing and a contact person with phone number.
- 2.5. The electronic request system will notify the requester via email of receipt of a service request.
- 2.6. County and Contractor will work together to create an information template listing all required information for submitting a service request.
  - 2.6.1. Contractor will incorporate this information into an online service request system that is designed and maintained by Contractor to minimize the chance of miscommunication about service and billing specifications.
  - 2.6.2. The system will maintain a unique and confidential password for each billing department. The system will allow password change as needed to ensure departmental authorization of work and billing integrity.



### 3 Copying, Printing and Scanning Services

- 3.1. The Contractor will provide the services listed in Exhibit B over the term of this agreement.
- 3.2. Contractor will maintain licensing in and proficiency in the use of all software required to provide these services over the term of this agreement.
- 3.3. Prints are to be provided on at least 30% post-consumer recycled content paper when recycled paper stock is available.
- 3.4. The County and Contractor agree that either party may require signed proofs before production printing begins.
  - 3.4.1. The County will identify the requirement of proofs when placing the request for work.
  - 3.4.2. The Contractor will identify the requirement of proofs upon receipt of printing request.
  - 3.4.3. In the event that the Contractor requires proofs, the Contractor will contact the requestor promptly upon receipt of the service request to specify this requirement and agree upon a Delivery Date for proofs as well as to discuss any modifications to the Requested Delivery date that may result from the requirement for proofs.

### 4 Pick-up and Delivery Services

- 4.1. Contractor will provide a daily 'as needed' pick-up and delivery service to all listed locations:

<b>County of Nevada Office Addresses</b>	
<b>Grass Valley, CA 95945</b>	
Brighton Greens Facility CalWorks, Children's Behavioral Health, Child Protective Services, WIC, Veterans Services	988 McCourtney Road
Crown Point Facility	500 Crown Point Circle
Fleet & Roads	12548 Loma Rica Drive
Grass Valley Library	207 Mill Street
Nevada County Airport/Transit	13059 John Bauer Ave
<b>Nevada City, CA 95959</b>	
Courthouse	201 Church Street
District Attorney	201 Commercial Street
ERAC (11 + locations within ERAC)	950 Maidu Ave
Facility Services Center	10014 North Bloomfield Road
Helling Library	980 Helling Way
Juvenile Hall	15434 Highway 49
Probation Dept. and Public Defender	109 ½ North Pine Street
Sheriff / Evidence	15076 Highway 49
Wayne Brown Correctional Facility	925 Maidu Ave
<b>Penn Valley, CA 95946</b>	
Penn Valley Library *	11336 Pleasant Valley Road
<b>Truckee, CA 96161</b>	
Truckee Joseph Center	10075 Levon Ave
Truckee Government Center	10879 Donner Pass Rd
Truckee Library	10031 Levon Ave

\* For any job scheduled for delivery to Penn Valley that has a billing price of less than \$50, this delivery will be made via the Helling Library unless other arrangements with the Contractor are made in advance.

- 4.2. The County may add, modify or remove delivery locations without requiring an amendment to the Contract as long as the Contractor agrees to deliver to the new or modified addresses at no additional charge.

- 4.3. The County expects the Contractor to organize the pick-up and delivery service in such a way as to minimize driving, by only traveling to locations and on days with known jobs waiting for pick-up or delivery.
- 4.4. The Contractor will make every reasonable effort to deliver requested services by the Requested Delivery Date. In the event that a Requested Delivery Date cannot be met, the Contractor will contact the requestor promptly upon receipt of request to work out an Agreed Upon Delivery Date for services.
- 4.5. In the event that an Agreed Upon Delivery Date cannot be achieved, the Contractor will contact the requestor as soon as it becomes apparent to the Contractor that the delivery date may not be achievable and work out a mutually agreeable delivery date.

## **5 Expedited Service**

- 5.1. County understands and agrees that the Contractor's typical un-expedited turnaround time will be between 24 to 48 hours from receipt of production ready source documents.
- 5.2. The Contractor will only charge for expedited service when the expedited service requires employee overtime and will be limited to the actual labor expense the Contractor incurs to deliver the expedited job.
- 5.3. All charges for expedited service must be agreed upon between the Contractor and Billing Department before work is performed. It is the Contractor's responsibility to confirm that the requesting party is authorized by the Billing Department to approve expedite service charges.
- 5.4. The Contractor will not charge the County for overtime charges resulting from a high volume of work, equipment failure or any other circumstance that might affect an otherwise un-expedited Requested or an Agreed Upon Delivery Date.

## **6 Subcontracting**

- 6.1. The County and Contractor agree that from time to time the Contractor will engage a subcontractor in order to meet the terms of this agreement and that the Contractor agrees to remain in compliance at all times with Item 13 *Assignment and Subcontracting* (as found on page 4 of this contract).
- 6.2. The Contractor agrees to provide the County written notification of the business name and address of any sub-contractor prior to use. The Contractor further agrees to update the County in a timely fashion of any changes in the subcontractor information.
- 6.3. Changes to the subcontractor list will not constitute an amendment to the contract.
- 6.4. The Contractor names GKM Corporation located at 738 Whitcombe Avenue, Colfax CA as a subcontractor.

## **7 General**

- 7.1. The Contractor and each of Contractor's employees will sign a confidentiality agreement provided by County.
- 7.2. The Contractor will maintain and follow written procedures to ensure that confidentiality will be maintained while performing the services described herein.
- 7.3. All artwork (including negatives) produced by the Contractor for the County shall be considered property of the County and are to be returned to the County upon request or upon conclusion of the contract term.

**EXHIBIT "B"**

**SCHEDULE OF CHARGES AND PAYMENTS**

Contractor will bill the requesting County departments directly for services provided. The Billing Period shall be twice monthly. Contractor shall not charge more than the listed prices for services provided, with the exception that Contractor may charge Expedited Service Charges subject to the limitations described in Exhibit A.

Payment terms shall be net 30 days from date of invoice. The County may also pay by credit card at the time of service.

<b>PRINTING &amp; COPY SERVICE: ss = Single Sided ds = Double Sided B&amp;W = Black &amp; White</b>	<b>Per Page Price</b> 500 pages or fewer per job	<b>Per Page Price</b> 501 to 2000 pages per job	<b>Per Page Price</b> 2001 pages or more Per job
B&W prints, 8 ½ x 11 ss	\$0.055	\$0.05	\$0.045
B&W prints, 8 ½ x 11 ds	\$0.10	\$0.095	\$0.09
B&W prints, 8 ½ x 14 ss	\$0.08	\$0.075	\$0.07
B&W prints, 8 ½ x 14 ds	\$0.14	\$0.135	\$0.13
B&W prints, 11 x 17 ss	\$0.10	\$0.095	\$0.09
B&W prints, 11 x 17 ds	\$0.19	\$0.185	\$0.18
B&W prints on pastel colored paper 8 ½ x 11 ss	\$0.085	\$0.075	\$0.07
B&W prints on pastel colored paper, 8 ½ x 11 ds	\$0.135	\$0.13	\$0.12
Color prints, 8 ½ x 11 ss	\$0.37	\$0.32	\$0.29
Color prints, 8 ½ x 11 ds	\$0.60	\$0.55	\$0.49
Color prints, 11 x 17 ss	\$0.74	\$0.64	\$0.58
Color prints, 11 x 17 ds	\$1.40	\$1.30	\$1.20
Color prints, 8 ½ x 14 ss	\$0.42	\$0.37	\$0.32
Color prints, 8 ½ x 14 ds	\$0.80	\$0.70	\$0.60
Color prints, 8 ½ x 11 ss 24 lb paper:	\$0.37	\$0.32	\$0.29
Color prints, 8 ½ x 14 ss 24 lb paper:	\$0.42	\$0.37	\$0.32
Color prints, 11 x 17 ss 24 lb paper:	\$0.74	\$0.64	\$0.58
Color prints, 8 ½ 11, ds, card stock	\$0.40	\$0.35	\$0.32

<b>NCR FORMS (price per page)</b>	<b>&lt; 500 ea</b>	<b>501 – 2000 ea</b>	<b>2001 – 5000 ea</b>	<b>5001+ ea</b>
8 ½ x 11 inch, 2 part	\$0.10	\$0.09	\$0.085	\$0.08
8 ½ x 11 inch, 3 part	\$0.12	\$0.11	\$0.105	\$0.10 *
8 ½ x 14 inch, 2 part	\$0.13	\$0.12	\$0.115	\$0.11
8 ½ x 14 inch, 3 part	\$0.15	\$0.14	\$0.135	\$0.13
8 ½ x 14 inch, 4 part	\$0.17	\$0.16	\$0.155	\$0.15 **
* 8 ½ x 11 inch, 3 part 10,000+ \$0.085 ea				
** 8 ½ x 14 inch, 4 part 10,000+ \$0.135 ea				

<b>ENVELOPES PRINTED WITH BLACK INK</b>	
Size #9 or #10 (Standard envelope)	\$50 per 1000 \$45 per 1000 @ 2500 +
Size #9, Security	\$70 per 1000 \$65 per 1000 @ 2500 +
Size #10, Security	\$80 per 1000 \$75 per 1000 @ 2500 +
Size #9, Single Window	\$85 per 1000
Size #10, Single Window	\$55 per 1000 \$50 per 1000 @ 2500 +
Size #10, Security, Single Window	\$96 per 1000
6 x 9 inch, Manila (moisten to seal w/o clasp)	\$95.40 per 500 \$152.00 per 1000
6 ½ x 9 ½ inch, Manila (moisten to seal w/o clasp)	\$180 per 1000
6 ¾ inch, single sided	\$51.50 per 1000
9 x 12 inch, Manila (moisten to seal w/o clasp)	\$122.82 per 500 \$189.50 per 1000
9 x 12 inch, Manila (Security)	\$165.00 per 1000
Envelopes 9 x 12 inch, White	\$125.00 per 1000

<b>Labels / Greeting Cards / Name Badges</b>	
Label Paper (in addition to printing)	\$0.60/sheet
5.5 x 5.5 Color labels, coated	\$208.25/1000
Greeting Cards, A2 / 4.25 x 5.5	\$0.70 ea per 50+ \$0.48 ea per 100+ \$15.00 set-up fee
Name Badges (3x1 inch) gold with black text and logo, pin back	\$16.00 ea

<b>BUSINESS CARDS – Digital Printing, Standard County Format</b>	<b>Per 250 cards</b>	<b>Per 500 cards</b>	<b>Per 1000 cards</b>
Economy Cards - Black flat ink, single sided, 80 lb vellum	\$28.00	\$37.00	\$52.00
Professional Cards - Black flat ink, single sided, 110 lb vellum	\$34.00	\$43.00	\$58.00
Black flat ink, backside printing (additional charge)	\$18.00	\$18.00	\$18.00
Full color, single sided on gloss or matte	\$60.00	\$90.00	\$105.00
Full color, double sided (color back) on gloss or matte	\$75.00	\$110.00	\$125.00
There will be no setup fee or graphic design charge for any Economy or Professional business card using the standard County format. Custom cards may include a setup fees or graphic design fees at \$55 per hour.			

<b>POST PRODUCTION PROCESSING</b>	
Stapling:	\$0.01 ea
Folding: 8 ½ x 11	\$0.04 per sheet
Folding: 8 ½ x 14	\$0.05 per sheet
Standard Folding 8 ½ x 11 or 14	\$25.00 per 1000
Folding: 11 x 17	\$0.06 per sheet
Drilling	\$0.005 ea
Scoring	\$0.15 per page
Numbering	\$53.00 per 1000 (min)
Perforating	\$48.00 per 1000 (min)
Printed 5-Tab Dividers – Black Ink	\$7.50 per set
8.5 x 11 Lamination 5 / 10 ml	\$0.75 / \$1.00 per page
8.5 x 14 Lamination 5 / 10 ml	\$1.00 / \$1.50 per page
11 x 17 Lamination 5 / 10 ml	\$1.75 / \$2.00 per page
Oversized Laminations (up to 48")	\$3.25 per SF
8.5 x 11 Mount to FC, Lamination 5 / 10 ml	\$2.75 / \$3.52 per page
8.5 x 14 Mount to FC, Lamination 5 / 10 ml	\$3.42 / \$3.58 per page
11 x 17 Mount to FC, Lamination 5 / 10 ml	\$4.79 / \$5.04 per page
18 x 24 Mount to FC, Lamination 5 / 10 ml	\$8.75 / \$14.32 per page
24 x 36 Mount to FC, Lamination 5 / 10 ml	\$23.52 / \$29.60 per page
Mount to PVC, No lamination	\$3.90 per SF
Business cards/ID Badges with clasp, 10 ml	\$3.75 ea
Binding (Comb) each (includes cover)	\$1.50 (to 0.5 inch), \$2.75 (to 1.25 inch), \$2.95 (over 1.25 inch)
Binding (Spiral Wound) each	\$1.50 (to 0.5 inch), \$2.50 (to 1.25 inch), \$2.95 (over 1.25 inch)
Perfect Binding w/Cover (facetrim)	\$1.50 each
Bookletizing	\$0.19 per book
Padding Tablets	\$0.25 per tablet
Padding Scratch/Recycle Paper – paper must be free of staples and clips – ½ or ¼ page pads	\$50.00/case
Cutting	\$0.75 per cut, up to 1" thick
Assembly / Hand Collating	\$25 per hour
Envelope Stuffing	\$30 per hour
Importing Addresses, mail merge printing and/or envelope printing	\$45 per hour
Scanning with or without document feed up to 36" wide	\$45 per hour plus \$2.00 per CD to burn files to CD
Graphic Design (15 minute minimum)	\$55 per hour

<b>LARGE FORMAT</b>	<b>Up to 1,000 ea</b>	<b>Over 1,000 ea</b>
B & W 18 x 24, rolled	\$0.70	\$0.60
B & W 24 x 36, rolled	\$0.98	\$0.80
B & W 30 x 42, rolled	\$1.45	\$1.25
B & W 18 x 24, PDF Plots	\$2.00	
B & W 24 x 36, PDF Plots	\$3.00	
B & W 30 x 42, PDF Plots	\$3.50	
Inkjet Printing, Low Res, 18 x 24	\$0.56	\$0.50
Inkjet Printing, Low Res, 24 x 36	\$0.66	\$0.60
Inkjet Printing, High Res, Full Color, 36# Heavy Weight Bond	\$3.50 SF	
Large Format Reductions/Enlargements	\$0.40 per SF	
Wide Format Simple Scanning	\$2.50 per page or \$45.00 per hour	

**EXHIBIT "C"**

**SCHEDULE OF CHANGES**

**Paragraph 21 is revised to read as follows:**

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall be maintained in sufficient detail to establish the accuracy of charges for services provided and corresponding calculations of sales tax payable.

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

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Approved by County Counsel