# COUNTY OF TULARE SERVICES AGREEMENT FOR PRINTING AND TYPESETTING

THIS AGREEMENT ("Agreement") is entered into as of July 1, 20\8., between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), AND CENTRAL VALLEY BUSINESS FORMS, INC., a California Corporation, referred to as ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. WHEREAS, COUNTY has invited proposals for print and typesetting services to the COUNTY; and,
- B. WHEREAS, CONTRACTOR has submitted such a proposal; and,
- C. WHEREAS, COUNTY and CONTRACTOR have reached agreement on all matters of negotiation with respect to COUNTY'S invitation and CONTRACTOR'S proposal and both desire to reduce the results of said negotiations to writing in the form of this Agreement.

#### THE PARTIES AGREE AS FOLLOWS:

- 1. TERM: This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2023, with an option to extend for an additional three (3) year period by mutual written consent unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES AND PRICING: See attached Exhibit A
- 3. PAYMENT FOR SERVICES: The maximum amount of this Agreement is not to exceed \$200,000.00 per fiscal year.
- **4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit B**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS: COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <a href="http://tularecountycounsel.org/default/index.cfm/public-information/">http://tularecountycounsel.org/default/index.cfm/public-information/</a>
- 6. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

#### **COUNTY:**

GENERAL SERVICES AGENCY 5953 S. Mooney Blvd. Visalia, CA 93277 Phone No.: (559) 624-7227

Phone No.: <u>(559) 624-7227</u> Fax No.: <u>(559) 624-1022</u>

#### With a Copy to:

COUNTY ADMINISTRATIVE OFFICER 2800 W. Burrel Ave. Visalia, CA 93291 Phone No.: 559-636-5005

Fax No.: 559-636-5005

# COUNTY OF TULARE SERVICES AGREEMENT FOR PRINTING AND TYPESETTING

**CONTRACTOR:** 

Attn: Rod Singleton

CENTRAL VALLEY BUSINESS FORMS, INC.

7500 W Sunnyview Ave

Visalia, CA 93291

Phone No.: 559-651-3595 Email: rod@cvbf.com

- (b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.
- 7. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.
- **8. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

### COUNTY OF TULARE SERVICES AGREEMENT FOR PRINTING AND TYPESETTING

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CENTRAL VALLEY BUSINESS FORMS, INC.

Date: 6-4-18	By 1200 Sign letar
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	Title Sals
1 11 (8)	$\mathcal{P} \cap \mathcal{N}$
Date: 6.4-18	Ву
	Print Name Le Itan ( ) Yura
	Title
Board of Directors, the president or any vice-president (or anothe assistant secretary, the chief financial officer, or any assistant trunless the contract is accompanied by a certified copy of a reso contract. Similarly, pursuant to California Corporations Code sec	res that contracts with a <b>Corporation</b> be signed by both (1) the chairman of the errofficer having general, operational responsibilities), and (2) the secretary, any easurer (or another officer having recordkeeping or financial responsibilities), lution of the corporation's Board of Directors authorizing the execution of the ction 17703 01, County policy requires that contracts with a <b>Limited Liability</b> at is accompanied by a certified copy of the articles of organization stating that
	COUNTY OF TULARE
Date: <u>V</u> 210 2018	By Chairman, Board of Supervisors
ATTEST: MICHAEL C. SPATA	SOF SUPE
County Administrative Officer/Clerk of the Boar of Supervisors of the County of Tulare	d Significant Control of the Control
all Out 1 Value of the	
Deputy Glerk	
Approved as to Form	
County Counsel	COUNT
By Jennifer Nielsen 06/05/1	8
Matter # 2018880	

#### **EXHIBIT A**



5-15-18

P.O. Box 3850 7500 W. Sunnyview Ave. Visalia, CA 93278-3850 559.651.3595 Fax 559.651.3598

**Promotional Products**: List price minus 10% for given quantity. Based on manufacturer's current list price on their website. Standard set up and CVBF art charges may apply

Apparel: to be quoted at time of project. Includes T shirts, polo shirts, caps, jackets

Large Format Printing: All pricing single sided unless noted.

13 oz banner \$1.73 per sqf, single side. includes hems and grommets

coroplast \$ 6.00 per sqf, single sided. H stakes included if needed 12 piece minimum \$8.50 per sqf, double sided, H stakes included if needed 12 piece minimum

aluminum \$10.50 per sqf – single side, lamination not included

3 mil PVC \$8.00 sqf – single side

other substrates or specs quoted at time of project

**Custom Printed Orders**: to be quoted at time of project. Includes full color printing, continuous forms, unit sets, custom file jackets, presentation folders, laser sheets and checks

**Trade Show Displays:** includes canopies, table clothes, flags, retractable banner stands – to be quoted at time of project

#### **Business Cards:**

BC 211	500	\$45
BC Ag commissioner	1000	\$65
BC DA	500	\$50
BC county counsel	250	\$55
BC county counsel risk mgmt	250	\$55
BC CAO	500	\$85
BC assessor/clerk	500	\$124
BC elections fill in	500	\$55
BC FCS – director	500	\$55
BC FCS – investigator	500	\$55
BC library full color	500	\$45
BC library full color thermo	500	\$60
BC library one color	500	\$72
BC board of retirement	1000	\$45
BC film commission	1000	\$115
BC Sheriff imprint	250	\$45
BC superior court 2 color	500	\$82
BC superior court cursive	500	\$35
BC superior court self help	500	\$50
BC registrar of voters	500	\$55

### **EXHIBIT A**



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5-15-18

Business Card – full color one s	ide, 14p 250 500 1000 5000	\$20 \$25 \$35 \$80	
Business Card – full color two s	ide, 14p 250 500 1000 5000	\$30 \$35 \$45 \$100	,
Secure RX Pad	24 40 80	\$165 \$280 \$465	RX pad prices do not include custom heading if needed.
#10 Regular Envelope-black ink	1000 2500 5000	\$95 \$165 \$245	
#10 Window Envelope-black in	k 1000 2500 5000	\$100 \$175 \$260	
#6 % Reply Envelope-black ink	1000 2500	\$85 \$135	
#9 Reply Envelope-black ink	1000 2500	\$95 \$165	
Decal-Environmental Health	1,000	\$1200	static cling
Decal-Environmental Health	500	\$495	5.5 x 3.5 yearly decal, white vinyl with numbering
HSD 58 Environmental Form	1,000	\$435	
File Folder-Child Support	1000	\$1900	
Kennel Card	7,500	\$800	•
Name Tent Card	500 1000 5000	\$200 \$229 \$637	

#### **EXHIBIT A**



P.O. Box 3850 7500 W. Sunnyview Ave. Visalia, CA 93278-3850 559.651.3595 Fax 559.651.3598

5-15-18

NEO packet 250 \$575

Plea Paper 8,000 \$1700

SD900 Field Info Sheet 10,000 \$1600

SD131 Body Card 10,000 \$800

Subpoena Mailer-Juvenile 45,000 \$7825

Valuation Notice Card-Blue 35,000 \$1450

Valuation Notice Card 25,000 \$875

Z Fold Check-HHSA 6,000 \$492

Misc Bindery services – die cut, lamination, perforation, foil, fold etc to be quoted at time of project.

Art: \$15 minimum. As needed when client supplied files aren't print ready based on guidelines on CVBF website <a href="http://cvbf.com/faqs.html">http://cvbf.com/faqs.html</a>

Unique/misc print or marketing projects that don't fit above parameters will be quoted at the time of project.

All orders subject to industry standard +/- 10% over or under run. Invoice to be adjusted accordingly.

Shipping/freight cost will be added when applicable.

Local sales tax will be added on all invoices.

# NON-PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

- Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
- Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
- Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

#### B. Specific Provisions of the Certificate

- If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- 2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.
  - b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance at lease as broad as ISO CG 20 01 01 13 as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
  - c. Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.
  - d. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

#### C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

#### D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

#### E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Rev. 2/27/2017



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER		CONTACT April Merryman-Gold	
ISU Insurance	Services - The F & I Agency	PHONE (A/C, No, Ext): (805) 496-6555 FAX (A/C, No): (80	5) 497-7870
99 Long Ct.		E-MAIL ADDRESS.	
Suite 201		INSURER(S) AFFORDING COVERAGE	NAIC #
Thousand Oaks	CA 91360	INSURER A Mercury Casualty Ins	
INSURED		INSURER B Nationwide Mutual Ins Co	
Central Valley	Bus Forms, Inc	INSURER C Midwest General Insurance	
P.O. Box 3850		INSURER D:	
		INSURER E:	
Visalia	CA 93278-3850	INSURER F .	
COVERAGES	CERTIFICATE NUMBER:17-18/	/18-19 REVISION NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000  DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	CLAIMS-MADE X OCCUR	x		CCP0050959	11/29/2017	11/29/2018	MED EXP (Any one person) \$ 5,000
1					1		PERSONAL & ADV INJURY \$ 1,000,000
1							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$ 2,000,000
	X POLICY PRO- JECT LOC						\$
	AUTOMOBILE LIABILITY					[	COMBINED SINGLE LIMIT \$ 1,000,000
В	ANY AUTO						BODILY INJURY (Per person) \$
-	X ALL OWNED SCHEDULED AUTOS		ACP 3036435114		12/18/2017	12/18/2018	BODILY INJURY (Per accident) \$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
							Medical payments \$ 5,000
	UMBRELLA LIAB OCCUR					1	EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- OTH- TORY LIMITS ER
	ANY PROPRIETORIPARTNERIEXECUTIVE	N/A					E L EACH ACCIDENT \$ 1,000,000
C	(Mandatory in NH)	\\\\^\^\		WCNCCQ101356400	3/15/2018	3/15/2019	E L DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) County of Tulare, its officers, agents, officials, employees and volunteers are included as Additional Insured with respects to General Liability.

\*10 day Notice of Cancellation for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
Tulare County Attn: Purchasing Department 2500 W. Burrel Avenue, Ste B-1 Visalia, CA 93291	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Jesse Cox, Jr./APRIL

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