

PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this 8th day of January 2013 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and the COUNTY of ORANGE, a political subdivision of the State of California ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant provide reprographic services as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal (the "Proposal"). A copy of said Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference. Consultant's services shall include daily pick-up and delivery of orders and other materials at a predetermined/agreed upon time at no additional or separate charge. Consultant shall also provide web-based ordering, and a secure ftp site for City's use. In addition, Consultant will provide free training for City employees on the use of the ftp site and web-based ordering.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. **Warranty.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. **Non-discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 **Non-Exclusive Agreement.** Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. **Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. **Compensation.** As compensation for the provision of services outlined in Exhibit "A" and in accordance with this Agreement, City shall pay Consultant either the hourly rates or the per project rates, as the case may be, as set forth in Consultant's Proposal, attached as Exhibit "A" but not to exceed Seventy Five Thousand Dollars (\$75,000.00) per annum.

Pricing as set forth in the Fee Proposal shall not be increased for a minimum of two (2) years from the effective date of this Agreement. Any subsequent price increases shall be requested as least sixty days prior to any such increase taking effect and shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year."

2.2. **Additional Services.** Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such

additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in accordance with the proposal; individual reprographics jobs shall be completed by the requested time and date submitted with each job request. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 90 days prior to expiration of the base or option term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages, which may be satisfied by lawful self-insurance:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and, if applicable, to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. City's Project Manager will be William Lobdell.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be

deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

The County of Orange

City of Costa Mesa

1300 S. Grand Ave., Bldg. A

77 Fair Drive

Santa Ana, CA 92705

Costa Mesa, CA 92626

Tel: 714-567-7442

Tel: 714-754-5156

Fax: 714-567-7449

Fax: 714-754-5330

Attn: Greg Clarke

Attn: William Lobdell

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of *this* Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless:

(a) Consultant's Indemnification of City. To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of or resulted from the performance of this Agreement by the Consultant (including its subcontractors and suppliers). Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

(b). City's indemnification of Consultant. To the fullest extent permitted by law, the City assumes liability for and shall save and protect, hold harmless, indemnify, and defend the Consultant and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of or resulted from the City's performance of this Agreement. City's indemnity and defense obligations shall cover the acts or omissions of any of City's subcontractors, and suppliers, and the employees of any of the foregoing, except Consultant.

The City's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of City's or its other subcontractor's personnel practices or from any allegation of an injury to an employee of the City or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the City may have with respect to the Consultant which may otherwise exist. If any judgment is rendered against the Consultant or any

of the other individuals enumerated above in any such action, the City shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10 Patent/Copyright Materials/Proprietary Infringement:

(a) Unless otherwise expressly provided in this Contract, City shall be solely responsible for clearing the right to use any patented or copyrighted materials, documents, data and information provided to Consultant by City in the performance of this Contract. City warrants that any materials, document, data and information provided to Consultant by City will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. City agrees that, it shall indemnify, defend and hold Consultant, its officials, officers and employees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

(b) Unless otherwise expressly provided in this Contract, Consultant shall be solely responsible for clearing the right to use any patented or copyrighted materials, documents, data and information provided by Consultant to City in the performance of this Contract. Consultant warrants that any materials, document, data and information provided to City by Consultant will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Consultant agrees that, it shall indemnify, defend and hold City, its officials, officers and employees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

6.11. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at its expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.12. PERS Eligibility Indemnification: In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement

to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.18. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said

parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,

A municipal corporation

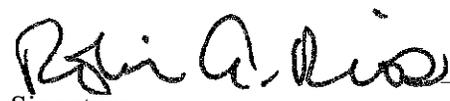


CEO of Costa Mesa

Date: 1/8/13

CONSULTANT

County of Orange



Signature

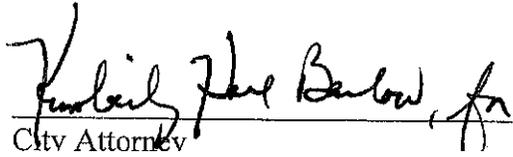
Date: 12/21/12

Name and Title

A-dM.i "''.5+rr

Taxpayer ID Number

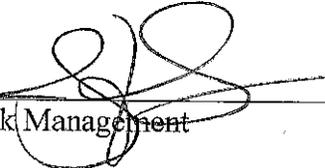
APPROVED AS TO FORM:



City Attorney

Date: 12/27/12

APPROVED AS TO INSURANCE:



Risk Management

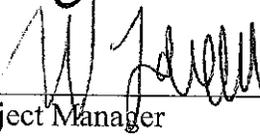
Date: 12/27/12

APPROVED AS TO CONTENT:



BOBBY YOUNG, Finance Director

Date: 12/27/12



Project Manager

Date: 12/27/12

EXHIBIT A

CONSULTANT'S PROPOSAL

Proposal for
City of Costa Mesa
REPROGRAPHIC SERVICES
RFP
JANUARY, 2012



Created by

Publishing Services

County of Orange



COUNTY OF ORANGE PUBLISHING SERVICES

The County of Orange Publishing Services is respectfully submitting a proposal for the City of Costa Mesa Reprographics Services

Publishing Services was established as an Internal Service Fund in 1964 to provide high quality, cost effective print and photo copy materials to county agencies and departments as well as local municipalities and schools and is located at 1300 S. Grand Avenue Building A, Santa Ana, CA 92705.

Publishing Services is non profit and our goal is to continue to reduce taxpayer costs while maintaining high quality printing industry standards. Our mission statement is "To meet our customer requirements by providing the County of Orange quality, on time and cost-effective design, printing and bindery."

EXPERIENCE

Publishing Services has 23 staff and over 40 years of experience providing design, offset printing, photo copying, and bindery services to various County of Orange agencies including Social Services, Health Care, Sheriff, Probation, District Attorney, Registrar of Voters, and the Grand Jury.

Projects include reports, manuals and newsletters printed in four color process as well as variable data printing of over three million vote by mail ballots each election. We also have graphic design capabilities as well as bindery and fulfillment.

Using existing personnel and equipment Publishing Services would provide reprographic services to the city of Costa Mesa. Publishing Services drivers are making daily deliveries in and around the City of Costa Mesa and a daily stop at City Hall could be arranged at no additional cost.

SUBMISSION OF DIGITAL FILES

Publishing Services hosts its own web browser based ordering system and secure FTP server that can be utilized by clients. A secure customized directory can be set up for a specific client if the client chooses to do so. Customer orders can be tracked from a web browser and shipping notifications are available via e-mail. Files up to 50MB can also be e-mailed to Publishing Services.

QUALITY CONTROL METHODS & PROCEDURES

All projects are “RIPed” on one calibrated Presstek “Facet” RIP that is integrated with our proofer, plate setter, digital offset press. Press sheets are scanned by operators with integrated online densitometry to insure correctness of color quality.

Quality control is further initiated by the press lead, bindery lead and shipping lead. Each area visually inspects the customer’s products and samples are given to the account manager.

Thank you for considering our proposal and we look forward to assisting you in any way as you evaluate how our proposal could effectively meet your printing needs.

Gregory Clarke

Publishing Services



COUNTY OF ORANGE PUBLISHING SERVICES

METHODOLOGY

Publishing Services would use its existing equipment and web base ordering system to provide all services requested in the reprographics services RFP. A Publishing Services staff member would be available to train or familiarize City of Costa Mesa clients with this application that is available via the World Wide Web. In the event a client does not have access to a computer or the internet, or prefers to use a printed job requisition, the requisitions will be provided free of charge. Training for the application is also free.

Upon receiving your project, our production coordinator will schedule and assign staff and personnel to complete the project by the requested time and date. Each completed project will be delivered by Publishing Services delivery personnel to the address or location requested. A free single daily pickup and delivery at the Costa Mesa City Hall can be arranged as our drivers are daily in the area. This arrangement has worked well for our client the City of Orange. (See references). Publishing Services operates Monday – Sunday 6 A.M. to 2 A.M. allowing us to meet the City of Costa Mesa's special requests and needs without the use of overtime.

Customer satisfaction surveys are enclosed with completed projects before shipping. Results received are tracked and customer contact is made for any less than satisfied responses.

If it is deemed necessary to hire additional personnel to fulfill the obligations of the scope of work, staff would be asked to submit an application and resume with the County of Orange at OCGOV.com.



COUNTY OF ORANGE PUBLISHING SERVICES

STAFFING

Account Manager Greg Clarke Hours 9 A.M. – 6 P.M.

Over twenty five years in the graphic arts industry production management.

Supervisor James Ledbetter Hours 6 A.M. – 4 P.M.

Over thirty years in the graphic arts industry production management.

Production Scheduler Michele Villanueva Hours 7 A.M. – 4 P.M.

Over 10 years of production scheduling over 8 million impressions per month.

Customer Help Desk Jeff Farkas Hours 6 A.M. – 4 P.M.

Over 20 years as production lead in the printing industry.



COUNTY OF ORANGE PUBLISHING SERVICES

General Information

Mena Amelita 714-567-7444 Mena.Amelita@ocgov.com

Place and Schedule Orders

Michele Villanueva 714-567-7440 Michele.Villanueva@ocgov.com

Customer Service

Greg Clarke 714-567-7442 Greg.Clarke@ocgov.com
James Ledbetter 714-567-7445 James.Ledbetter@ocgov.com

Estimating

Greg Clarke 714-567-7442 Greg.Clarke@ocgov.com
James Ledbetter 714-567-7445 James.Ledbetter@ocgov.com

Billing Inquiries

Mena Amelita 714-567-7444 Mena.Amelita@ocgov.com

PSAR Help Desk (online ordering)

Jeff Farkas 714-567-7338 Jeff.Farkas@ocgov.com

Design /Consulting

Eric Jasso 714-567-7441 Eric.Jasso@ocgov.com

After Hours (5PM -1AM)

Wayne Ellis 714-567-7447 Wayne.Ellis@ocgov.com
Martin Black 714-567-7447 Martin.Black@ocgov.com

All of our representatives can be reached by calling our main number 714-567-7444.

Our goal at Publishing Services is to exceed your expectations. We encourage our customers to contact us to let us know how we are doing. If you have any concerns please share them with us. Our goal is to continuously improve our service to you. For customer care, please contact us.

Customer Care

Greg Clarke, Supervisor 714-567-7442 Greg.Clarke@ocgov.com
James Ledbetter, Supervisor 714-567-7445 James.Ledbetter@ocgov.com
Manny Apodaca, Chief, Publishing Services 714-567-7444 Manny.Apodaca@ocgov.com



COUNTY OF ORANGE PUBLISHING SERVICES

QUALIFICATIONS

The County of Orange Publishing Services Department has been in operation for over 35 years at its location in Santa Ana. It currently provides design, offset printing, variable data printing, photocopying, bindery and delivery services for all county agencies and departments including the Social Services Agency, Health Care Agency, Registrar of Voters, District Attorney, Grand Jury and Sheriff's Department.

Publishing Services is also certified by the Secretary of the State of California for ballot manufacturing and produces all vote by mail ballots for the county of orange and other election related collateral.

Publishing Services is a secure facility with key card entry and video surveillance. All employees are bonded to ensure the highest confidentiality for its clients. Publishing Services is a drug free work environment.

Since 1992 with the Board of Supervisors approval Publishing Services has been providing printing and copying solutions for local municipalities with the goal of saving tax payer dollars by using economies of scale to provide cost effective and quality design, printing, copying and binding. With our central location and experience with municipal reprographics documents, providing these services for the City of Costa Mesa would be mutually beneficial in meeting the shared goal of saving tax payer dollars.

Please see the attached list of references.

297 - REPROGRAPHICS INTERNAL SERVICE FUND

Operational Summary

Description:

Support County agencies/departments' business needs by providing quality and cost-effective printing and publishing services.

At a Glance:

Total FY 2010-2011 Current Modified Budget:	4,455,086
Total FY 2010-2011 Projected Expend + Encumb:	3,661,272
Total Recommended FY 2011-2012	4,455,087
Percent of County General Fund:	N/A
Total Employees:	23.00

Strategic Goals:

- Provide responsive and timely services to customers in an efficient and cost-effective manner.
- Maintain state-of-the-art Publishing Services capability.

Key Outcome Indicators:

Performance Measure	2010 Business Plan	2011 Business Plan	How are we doing?
	Results	Target	
CUSTOMER SATISFACTION WITH PUBLISHING SERVICES. What: Percentage of Publishing Services jobs completed satisfactorily. Why: Indicates customer satisfaction on the services provided by Publishing Services.	100%	97%	Customer surveys indicate 100% satisfaction.
PUBLISHING SERVICES EFFICIENCY. What: Percentage of Publishing Services jobs completed and delivered on time. Why: Indicates efficiency of services provided to customers.	99.9%	97%	Meeting 99.9% efficiency rate.

FY 2010-11 Key Project Accomplishments:

- Printed, padded and boxed 3,100,000 elections ballots for Registrar of Voters.
- Converted Data Center printed output from IBM printers to Xerox printers. This reduced our maintenance expenses by \$25,000 annually.





COUNTY OF ORANGE PUBLISHING SERVICES

EQUIPMENT LIST

Digital Printers

- 2 – Xerox DocuTech 6180, 11 x 17, Black Ink
- 1 – Xerox 8000, 12 x 18, Color

Offset Presses

- 2 – Heidelberg Printmaster, 12 x 18, 2 Color
- 1 – Hamada, 12 x 18, 2 Color, with Envelope Feeder
- 1 – Apollo, 11 x 17, 2 Color
- 1 – Presstek DI, 12 x 17 ¾, 4 Color
- 1 – Ryobi, 17 ¾ x 22 ¾, 2 Color

Bindery

- 1 – Wohlenberg, 45 inch paper Cutter
- 1 – Heidelberg, 35 inch paper Cutter
- 1 – Baum, 20 x 20 Folder, with Right Angle Unit
- 1 – Horizon, Perfect Binder, 8 ½ x 11
- 1 – Horizon, Collator Stitcher Folder
- 2 – Challenge, Paper Drills
- 1 – Challenge, Round Corner Machine
- 1 – Rollem, Auto 4
- 1 – GBC, Tape Binder, 11 inch
- 1 – GBC, Laminator, 23 inch
- 2 – Moore, Nester Folder Pressure Sealer, 8 ½ x 11
- 1 – Preferred Packaging, Shrink Wrap Machine



COUNTY OF ORANGE PUBLISHING SERVICES

ENVIRONMENTAL STATEMENT

County of Orange Publishing Services is committed to meeting all state, federal and local environmental standards. Publishing Services is inspected annually by the County of Orange Environmental Health Department to insure we are maintaining these standards. Publishing Services has never failed to meet these standards.

In addition to annual inspections, Publishing Services works with its supply vendors to meet the printing industries green initiatives by using oil free water soluble chemistry and soy based inks. Ink is recycled when applicable and all waste paper is recycled as well.



COUNTY OF ORANGE PUBLISHING SERVICES

STATEMENT OF EXCEPTIONS

1. Section 8 Appendix E. Publishing Services is not applying for small business preference.

There are no other exceptions to this RFP.

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Reprographics Services RFP at any time after November 2, 2011.

A handwritten signature in blue ink, appearing to read "Gregory A. Paul", is written over a horizontal line.

OR

I certify that Proposer or Proposer's representatives have communicated after November 2, 2011 with a City Councilmember concerning the Reprographics Services RFP. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

Pricing Proposal Form

Item Num	SectionItem Code	Description	Unit of Measure	Quantity	Cost
1	8 1/2 X 11, Black Print NCR	2 part - one sided	EA	1	\$____
2	8 1/2 X 11, Black Print NCR	2 part - one sided	EA	500	\$____
3	8 1/2 X 11, Black Print NCR	2 part - one sided	EA	1000	\$____
4	8 1/2 X 11, Black Print NCR	2 part - one sided	EA	2500	\$____
5	8 1/2 X 11, Black Print NCR	2 part - two sided	EA	1	\$____
6	8 1/2 X 11, Black Print NCR	2 part - two sided	EA	500	\$____
7	8 1/2 X 11, Black Print NCR	2 part - two sided	EA	1000	\$____
8	8 1/2 X 11, Black Print NCR	2 part - two sided	EA	2500	\$____
9	8 1/2 X 11, Black Print NCR	3 part - one sided	EA	1	\$____
10	8 1/2 X 11, Black Print NCR	3 part - one sided	EA	500	\$____
11	8 1/2 X 11, Black Print NCR	3 part - one sided	EA	1000	\$____
12	8 1/2 X 11, Black Print NCR	3 part - one sided	EA	2500	\$____
13	8 1/2 X 11, Black Print NCR	3 part - two sided	EA	1	\$____
14	8 1/2 X 11, Black Print NCR	3 part - two sided	EA	500	\$____
15	8 1/2 X 11, Black Print NCR	3 part - two sided	EA	1000	\$____
16	8 1/2 X 11, Black Print NCR	3 part - two sided	EA	2500	\$____
17	8 1/2 X 11, Black Print NCR	4 part - one sided	EA	1	\$____
18	8 1/2 X 11, Black Print NCR	4 part - one sided	EA	500	\$____
19	8 1/2 X 11, Black Print NCR	4 part - one sided	EA	1000	\$____
20	8 1/2 X 11, Black Print NCR	4 part - one sided	EA	2500	\$____
21	8 1/2 X 11, Black Print NCR	4 part - two sided	EA	1	\$____
22	8 1/2 X 11, Black Print NCR	4 part - two sided	EA	500	\$____
23	8 1/2 X 11, Black Print NCR	4 part - two sided	EA	1000	\$____

24	8 1/2 X 11, Black Print NCR	4 part - two sided	EA	2500	\$_____
25	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Uncoated	EA	1	\$_____
26	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Uncoated	EA	500	\$_____
27	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Uncoated	EA	1000	\$_____
28	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Uncoated	EA	2500	\$_____
29	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Uncoated	EjA	1	\$_____
30	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Uncoated	EA	500	\$_____
31	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Uncoated	EA	1000	\$_____
32	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Uncoated	EA	2500	\$_____
33	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Coated sheet	EA	1	\$_____
34	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Coated sheet	EA	500	\$_____
35	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Coated sheet	EA	1000	\$_____
36	Card Stock - 4 Color - 100# size 8 1/2 x 11	1 sided - Coated sheet	EA	2500	\$_____
37	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Coated sheet	EA	1	\$_____
38	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Coated sheet	EA	500	\$_____
39	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Coated sheet	EA	1000	\$_____
40	Card Stock - 4 Color - 100# size 8 1/2 x 11	2 sided - Coated sheet	EA	2500	\$_____
41	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 1 sided	EA	1	\$_____
42	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 1 sided	EA	500	\$_____
43	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 1 sided	EA	1000	\$_____
44	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 1 sided	EA	2500	\$_____
45	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 1 sided	EA	1	\$_____
46	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 1 sided	EA	500	\$_____

47	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 1 sided	EA	1000	\$____
48	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 1 sided	EA	2500	\$____
49	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 2 sided	EA	1	\$____
50	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 2 sided	EA	500	\$____
51	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 2 sided	EA	1000	\$____
52	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 11 - 2 sided	EA	2500	\$____
53	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 2 sided	EA	1	\$____
54	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 2 sided	EA	500	\$____
55	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 2 sided	EA	1000	\$____
56	Quick Copy, White, Black Print, Paper 20#	8 1/2 x 14 - 2 sided	EA	2500	\$____
57	Color Copies, 8 1/2 x 11	Plain Paper 24# - 1 sided	EA	1	\$____
58	Color Copies, 8 1/2 x 11	Plain Paper 24# - 1 sided	EA	500	\$____
59	Color Copies, 8 1/2 x 11	Plain Paper 24# - 1 sided	EA	1000	\$____
60	Color Copies, 8 1/2 x 11	Plain Paper 24# - 1 sided	EA	2500	\$____
61	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 1 sided	EA	1	\$____
62	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 1 sided	EA	500	\$____
63	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 1 sided	EA	1000	\$____
64	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 1 sided	EA	2500	\$____
65	Color Copies, 8 1/2 x 11	Plain Paper 24# - 2 sided	EA	1	\$____
66	Color Copies, 8 1/2 x 11	Plain Paper 24# - 2 sided	EA	500	\$____
67	Color Copies, 8 1/2 x 11	Plain Paper 24# - 2 sided	EA	1000	\$____
68	Color Copies, 8 1/2 x 11	Plain Paper 24# - 2 sided	EA	2500	\$____
69	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 2 sided	EA	1	\$____
70	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 2 sided	EA	500	\$____

71	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 2 sided	EA	1000	\$____
72	Color Copies, 8 1/2 x 11	Gloss Paper 80# - 2 sided	EA	2500	\$____
73	Hourly Rates	Revise an existing document	Hourly 1		\$____
74	Hourly Rates	Design document from hand, draft copy	Hourly 1		\$____
75	Binding, 8 1/2 x 11	Coil	EA	500	\$____
76	Binding, 8 1/2 x 11	Coil	EA	2500	\$____
77	Binding, 8 1/2 x 11	Comb	EA	500	\$____
78	Binding, 8 1/2 x 11	Comb	EA	1000	\$____
79	Binding, 8 1/2 x 11	Comb	EA	2500	\$____
80	Binding, 8 1/2 x 11	Tape	EA	500	\$____
81	Binding, 8 1/2 x 11	Tape	EA	1000	\$____
82	Binding, 8 1/2 x 11	Coil	EA	1000	\$____
83	Binding, 8 1/2 x 11	Tape	EA	2500	\$____
84	Binding, 8 1/2 x 11	Wire	EA	500	\$____
85	Binding, 8 1/2 x 11	Wire	EA	1000	\$____
86	Binding, 8 1/2 x 11	Wire	EA	2500	\$____
87	Binding, 8 1/2 x 11	Velo	EA	500	\$____
88	Binding, 8 1/2 x 11	Velo	EA	1000	\$____
89	Binding, 8 1/2 x 11	Velo	EA	2500	\$____
90	Envelopes with Personalized Address, #10 Window Black Ink		EA	500	\$____
91	Envelopes with Personalized Address, #10 Window Black Ink		EA	1000	\$____
92	Envelopes with Personalized Address, #10 Window Black Ink		EA	2500	\$____

93	Envelopes with Personalized Address, #10 Window Blue Ink		EA	500	\$_____
94	Envelopes with Personalized Address, #10 Window Blue Ink		EA	1000	\$_____
95	Envelopes with Personalized Address, #10 Window Blue Ink		EA	2500	\$_____
96	Folding	24# paper, single sheet, tri-fold	EA	500	\$_____
97	Folding	24# paper, single sheet , tri-fold	EA	1000	\$_____
98	Folding	24# paper, single sheet, tri-fold	EA	2500	\$_____
99	Folding	80# paper, single sheet, tri-fold	EA	500	\$_____
100	Folding	80# paper, single sheet, tri-fold	EA	1000	\$_____
101	Folding	80# paper, single sheet, tri-fold	EA	2500	\$_____
102	Inserting into Envelopes	Inserting	EA	500	\$_____
103	Inserting into Envelopes	Inserting	EA	1000	\$_____
104	Inserting into Envelopes	Inserting	EA	2500	\$_____
105	Mailing Prep for Bulk Mailer	Preparation	EA	500	\$_____
106	Mailing Prep for Bulk Mailer	Preparation	EA	1000	\$_____
107	Mailing Prep for Bulk Mailer	Preparation	EA	2500	\$_____
108	Door Hangers size 4.25 x 11	Black Ink	EA	1	\$_____
109	Door Hangers size 4.25 x 11	Black Ink	EA	500	\$_____
110	Door Hangers size 4.25 x 11	Black Ink	EA	1000	\$_____
111	Door Hangers size 4.25 x 11	Black Ink	EA	2500	\$_____
112	Door Hangers size 4.25 x 11	4 color EA	1	\$_____	
113	Door Hangers size 4.25 x 11	4 color EA	500	\$_____	

114	Door Hangers size 4.25 x 11	4 color EA	1000	\$_____
115	Door Hangers size 4.25 x 11	4 color EA	2500	\$_____
116	Map Copy, Black Ink, Paper 20#	24 x 36 size	EA 1	\$_____
117	Map Copy, Black Ink, Paper 20#	36 x 40 size	EA 1	\$_____
118	Map Copy, Black Ink, Paper 20# 1 \$_____	Laminate Mount on foam board 24 x36	EA	
119	Map Copy, Black Ink, Paper 20# 1 \$_____	Laminate and Mount on foam board 36x40	EA	
120	Freight /Transportation Charges	Freight Charges if applicable	EA 1	\$_____

Total \$_____

Pricing Schedule for Deliveries/Pick-Up

Cost to run scheduled delivery to/from Costa Mesa City Hall once per work day Daily charge
(if any) **No Charge**

Cost to run scheduled delivery to/from Costa Mesa City Hall twice per work day Daily charge
(if any) **No Charge**

Pick up or delivery to Costa Mesa City Hall on demand One way trip/job \$5.00

Pick up and delivery to Costa Mesa City Hall on demand Round trip cost/job \$5.00

Pick up or delivery to delivery to other city facilities (within CM city limits) One way trip

Expediting charge for 4 hour delivery, if any Per job \$5.00

Expediting charge for 1 hour (or while you wait delivery), if any Per job \$5.00

Overtime costs to run jobs after regular hours (to be billed in 15 minute increments) Per
hour

Please attach additional pricelist for other services you may offer, such as wide format printing and plotting, blueprint reproductions, banners and posters, etc.

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

APPENDIX F



COUNTY OF ORANGE PUBLISHING SERVICES

APPENDIX F DISCLOSURE OF GOVERNMENT POSITIONS

County of Orange Publishing Services is a local government entity with all staff members being employed by the County of Orange, California. Publishing Services is a department under the Chief Executive Office of Information and Technology. The following is a list of Publishing Services employees.

Abordo, Rafael
Apodaca, Manny
Amelita, Mena
Black, Martin
Clarke, Greg
Duran, John
Elliott, Robert
Ellis, Wayne
Farkas, Jeff
Gianformaggio,
Tony
Guidi, Jorge
Guitierrez, Eduardo
James, Ed
Jassco, Eric
Ledbetter, James
Michelle, Nancy
Moffat, Kevin
Nguyen, Ban
Nguyen, Hau
Pham, Hao
Simpkin, Tom
Torres, Roberto
Villanueva, Michele

EXHIBIT B

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY	EFFECTIVE	PAGE
	NUMBER	DATE	
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

- I. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

- I. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - b. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;

SUBJECT	POLICY	EFFECTIVE	PAGE
	NUMBER	DATE	
DRUG-FREE WORKPLACE	!00-5	8-8-89	2 of 3

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
 - d. Notifying the employee in the statement required by subparagraph I A that, as a condition of employment under the contract, the employee will:
 - I. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph I D 2 from an employee or otherwise receiving the actual notice of such conviction;
 - f. Taking one of the following actions within thirty (30) days of receiving notice tmder subparagraph I D 2 with respect to an employee who is so convicted:
 - I. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;
 3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs I A through I F, inclusive.

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT C

CERTIFICATES OF INSURANCE



COUNTY OF ORANGE
CERTIFICATE OF SELF-INSURANCE

Office of Risk Management, 600 W, Santa Ana Blvd., Ste. 104, Santa Ana, CA 92701

Coverage: This is to certify that the County of Orange is self insured for the following coverage:

Type of Coverage	Self-Insurance Limit
General Liability: Bodily Injury and Property Damage	\$1,000,000
Automobile Liability: Vehicles owned, non-owned and hired	\$1,000,000
Workers Compensation	Statutory

Terms, Conditions and Special Items:

The provisions under General Liability, above, shall apply only with respect to claims arising out of the negligent acts or omissions of the County of Orange, its officers, agents and employees or any other person under its direction and control.

Cancellation:

Should any of the above described self-insured coverages be modified or cancelled before the expiration date shown below, the County of Orange will provide 30 days written notice to the named certificate holder.

Indemnified Party:

City of Costa Mesa, per the terms and conditions of Agreement.

Certificate Holder: City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 ATTN: William Lobdell RE: City of Costa Mesa Professional Services #1299-1255	Certificate Effective Date: 11/30/12 Certificate Expiration Date: 11/29/15  _____ Manager, Risk Management (714) 285-5500 Date Certificate Issued: 11/29/12
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