SANTA FE COUNTY PRICE AGREEMENT FOR STENOGRAPHY AND TRANSCRIPTION SERVICES

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a New Mexico political subdivision, (hereinafter "**County**") and Jo Ann G. Valdez, *d/b/a* Jo Ann's Secretarial Services, P.O. Box 1046, Pecos, NM 87552, authorized to do business in the State of New Mexico, (hereinafter "**Contractor**").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

A. "County" shall mean the County of Santa Fe, New Mexico

B. "Using Department or Department" shall mean a Department, Commission or Board of Santa Fe County.

C. "Purchase Order" shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the services and deliverables to be provided by Contractor.

D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide stenography and transcription services to a Using Department which issues a Purchase Order.

E. "Price" means the fixed hourly rates and prices paid by the County and its Departments for stenography, transcription services and deliverables as described in Attachment A.

2. GOODS TO BE PROVIDED

A. Purchase. Attachment A of this Price Agreement are the prices for the Contractor's services and deliverables. Attachment A also indicates all the specifications included in the prices for all services and items that are subject to this Price Agreement.

B. Services Listed on Attachment A. The County may issue Purchase Orders for the purchase of the services and deliverables listed in Attachment A. Any item ordered by the County must be a listed service or deliverable on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement, shown above.

C. Quantities. It is understood that this is an indefinite quantity price agreement and the County may purchase any quantity of the services listed on Attachment A on an "as needed basis." No guarantee or warranty is made or implied that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the item when ordered.

D. Specifications. The items furnished hereunder shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2011-0177-MG/MS including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s), number(s) and prices.

E. Delivery and Billing Instructions.

1. The Contractor shall deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and Price Agreement number.

2. Whenever the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
4. Prices listed in Attachment A, for each item, shall be the prices for services and deliverables.

3. PAYMENT. All payments under this Price Agreement are subject to the following provisions:

A. Inspection. Final inspection and acceptance of a deliverable shall be made by the Using Department.

B. Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the services and deliverables meets specifications and will accept the services or deliverables if they meet specifications. No payment shall be made for any item until the item has been accepted, in writing, by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the service or deliverables. Unless the Using department gives notice of rejection, within the time specified in Paragraph 2 above, the services or deliverables will be deemed to have been accepted.

C. Issuance of Orders. Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.

D. Payment. County shall pay Contractor on an invoice received from Contractor within twenty (20) days from the date the County approves the invoice.

E. Taxes. Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid, the payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).

4. TERM OF THIS AGREEMENT. This Price Agreement shall not become effective until approved in writing by the parties as shown by their signatures below. The term of this Agreement shall be one (1) year from the Effective Date.

5. CANCELLATION.

A. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement, without cost to the County, if the services or deliverables fail to meet the requirements of this Price Agreement.

B. The failure of the Contractor to perform shall create a default pursuant to this Price Agreement.

C. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to

be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

E. The County may cancel all, or any part, of any resulting order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs, incurred by the County, associated with such a default.

6. TERMINATION.

A. For Convenience. Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County at any time, without penalty. Unless some unforeseen circumstance(s) arise, which County shall document, County will provide written notice to the Contractor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement shall not affect any outstanding order(s).

B. For Cause. Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT. Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment mutually agreed upon.

8. ASSIGNMENT. Contractor shall not sell, assign, pledge, transfer, or otherwise convey its interest in this Agreement.

9. NON-COLLUSION. In signing this Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

10. RECORDS. During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the products delivered. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS. The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES. The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodies in this Agreement.

15. NOTICE. The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION. The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY. This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY. The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL. The Provisions of the following listed included paragraphs shall survive termination of this Agreement: Delivery & Billing Instructions; Status of Vendor, Commercial Warranty; Condition of Proposed Items; Record of Audit; Release; Confidentiality;

Indemnification; Applicable Law; Choice of Law; Incorporation by Reference & Precedence; Invalid Term or Condition/Severability; Enforcement of Agreement; and Survival.

25. NOTICES. Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:
Santa Fe County Manager
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:
Jo Ann G. Valdez *d/b/a* Jo Ann's Secretarial Services
P.O. Box 1046
Pecos, NM 87552

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

SANTA FE COUNTY

Virginia Vigil, Chair
Santa Fe Board of County Commissioners

5/10/11
Date

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

5/10/11
Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Santa Fe County Finance Director

5/2/2011
Date

APPROVED AS TO FORM

Stephen C. Ross
Santa Fe County Attorney

4/28/11
Date

CONTRACTOR

Signature

4/28/11
Date

JoAnn G. VALDEZ, Stenographer
Print Name and Title

FEDERAL TAX I.D. NUMBER: 525-21-0756

SCOPE OF WORK

Various Board Meetings of Santa Fe County government must be transcribed and therefore the County requires Stenography and Transcription Services. The various meetings requiring these services include, but are not limited to, the Lodgers Tax Advisory Board, Board of County Commission, and the Fire Chiefs Board.

Description of Services

The selected Bidder(s) shall be required to provide, at a minimum:

1. Accurate, real-time and word-for-word transcription of the proceedings, preparation of minutes of each meeting, and transcription.
2. The necessary industry standard stenographic equipment, cables, software, computer, and personnel trained in stenography with additional specialized training to provide the instant verbatim of the spoken word into English text.
3. Transcript which must accurately reflect the full and complete transcribed verbatim record encompassing a record, verbatim, of everything spoken or presented during the meeting(s).
4. Identification of speakers.
5. Set-up time and stand-by time to be included at no additional cost or included within the proposed hourly rate.
6. Provide a substitute or replacement to ensure that the meetings are properly recorded and the minutes prepared in the event that the Bidder(s) is unable to attend the meeting.
7. Administering oaths.

The Bidder(s) shall maintain the steno-based services for the real-time verbatim translation level of accuracy at no less than 98.6 percent accuracy at the average rate between 225 to 250 words per minute. The transcribed record shall provide a 100% record of everything spoken during a session.

Required Deliverables

The selected Bidder(s) will be required to provide at a minimum:

One hard copy plus one electronic copy (Microsoft Word format) of each transcript or minutes. The Bidder(s) shall be required to provide the deliverables to the County or Department no later than seven (7) days from the date of the meeting.

All minutes will be subject to review by the respective departments or boards.

Meetings

The meetings for the Boards and Councils may last anywhere from two (2) to three (3) hours and transcription time averages from six (6) to seven (7) hours each.

Meeting Locations

The meetings may take place anywhere within Santa Fe County at the designated office/building. Mileage to and from the meeting location will be the responsibility of the Bidder as well as the time spent traveling to and from the meeting.

ATTACHMENT A

Advance Notice

The Bidder will provide at least twenty-four (24) hour advance notice if the Bidder is unable to make a schedule meeting.

The County will provide twenty-four (24) advance notice in the event a meeting is cancelled. The County will provide as much notice as is feasible of special or emergency meetings.

Direct Purchases

All purchases generated under the anticipated Agreement shall be made directly by the using Department to the selected Bidder(s). The County does not guarantee any specific quantities or number of deliveries that will be made during the term of this Agreement.

The Agreement will be awarded to the lowest responsible Bidder(s) whose bid meets the minimum requirements.

Bidder Qualifications/Minimum Requirements

Bidders must provide the hourly rate in their bids that will be charged for the desired services. The hourly rate should include all possible costs incurred by the bidder in providing the desired services, including travel time, and any other miscellaneous expenses as seen fit by the bidder. The hourly rate will be the rate used for the services performed by the Bidder(s) for any of the various meetings mentioned throughout this IFB.

Bidders must identify the preferred advance of notice for scheduling services for meetings (24 hours, 48 hours, 1 week, etc.).

Bidders must have experience in providing real-time captioning and transcription services for a minimum of two previous clients.

Bidders must include the names, organizations, and telephone information of a minimum of two clients that can verify the Bidder's experience as stated above.

ATTACHMENT A

BID SHEET

STENOGRAPHY AND TRANSCRIPTION SERVICES

All blanks have been filled in, Bid Sheet is attached to the completed Invitation to Bid (IFB) #2011-0177-MG/MS and is returned herewith.

NAME OF COMPANY: Jo Ann's Secretarial Services

Please provide the hourly rate your firm will charge the County and it's Departments for Stenography and Transcription services for the following meetings. Contractor's hourly rate shall include all labor costs, tools, equipment, materials, overhead, profit, insurance and any fees necessary to perform the work called for in the scope of work. The County reserves the right to acquire stenography and transcriptions services from the awarded Bidder(s) for other County meetings not stated below.

- The Lodgers Tax Advisory Board for the Finance Department meets the fourth (4th) Thursday of the month. There are approximately twelve (12) meetings per year. Each meeting may last up to two (2) hours and the transcription time is estimated at seven (7) hours.

- The Fire Chiefs Association for the County Fire Department meets the fourth (4th) Thursday of the month. There are approximately twelve (12) meetings per year. Each meeting may last up to two (2) hours and the transcription time is estimated at seven (7) hours.

- The Santa Fe County Commission meetings held twice a month the second (2nd) and fourth (4th) Tuesday of every month. The duration of time for these meetings may vary from 2 to 10 hours.

- Health Policy & Planning Commission meetings held once a month, first (1st) Friday of the month. The duration of time for these meetings may last up to three and a half (3 ½) hours.

- Indigent Hospital and Healthcare Board meetings held once a month on Tuesdays. The duration of time for these meetings may last up to one and a half (1 ½) hours.

- DWI Planning Council meetings are held once a month, second (2nd) Thursday of the month. The duration of the meetings is for two (2) hours.

- Housing Authority Board of Commissioners meetings held once a month on Tuesdays. The duration of the meetings are half (1/2) hour.

- County Development Review Committee meetings held once a month on Thursdays. The duration of the meeting varies and may last be up to six (6) hours.

ATTACHMENT A

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following hourly rate for stenography and transcription services for Santa Fe County:

Hourly Rate: $30-

Written in Words: Thirty dollars

Preferred Advanced Notice for Scheduling of Services: 7 days