

**PROFESSIONAL SERVICES AGREEMENT
WITH PEREGRINE CORPORATION
TO PROVIDE PRINTING SERVICES FOR NOTICE OF VALUES (NOVS) AND
BUSINESS PERSONAL PROPERTY DECLARATIONS**

THIS AGREEMENT is made and entered into on this 14th day of November, 2016, by and between **Santa Fe County** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **Peregrine Corporation (Louisiana Corporation)**, whose business address is 504 N. 17th Street, Monroe, Louisiana 71201 (hereinafter referred to as the "Contractor").

WHEREAS, the Santa Fe County Assessor's Office and the Procurement Division are soliciting for Printing Services for Notice of Values (NOVs), Business Personal Property Declarations with cover letter, and double-sided full color flyers to be inserted along with designated NOVs; and

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2017-0092-AO/MM for this service; and

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified Offeror, the County has determined the Contractor as the most responsive and highly rated Offeror; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

General Specifications:

- a. Forms must comply with US Postal Regulations.
- b. Contractor shall submit proofs of all forms for review by the Santa Fe County Assessor or his assignee by all negotiated deadlines. Written acknowledgment of final acceptance of all changes shall be required.
- c. Contractor will be required to work with the Santa Fe County Assessor's Office to facilitate the transfer of electronic records necessary for testing and final imaging of desired notices. Proofs and tests are required and must be approved in writing by the Assessor no less than (15) days before print date.
- d. The "**Business Personal Property Declarations**" must be delivered to a US Post

Office in zip code sequence for first class pre-sort mailing on or before the delivery date as scheduled for 2017 (December 1, 2016) and 2018 (December 1, 2017). The pre-sort must meet all current postal automation requirements. The Notices are to be delivery point bar coded to meet and maximize postal discounts.

- e. The “**Notices of Value, or N.O.V’s**” must be delivered to a US Post Office in zip code sequence for first class pre-sort mailing on or before the delivery date as scheduled for 2017 (April 1, 2017) and 2018 (April 1, 2018). The pre-sort must meet all current postal automation requirements. The Notices are to be delivery point bar coded to meet and maximize postal discounts.
- f. Failure to meet the negotiated deadline of any of the mailings will result in a penalty of 10% of total amount due per day after deadline up to a maximum of 50% of the total amount due for preparing and distributing the mailing. Penalty will be deducted from payment due to the contractor.
- g. The negotiated schedule will be contingent upon the correct information being received in a timely manner from the Santa Fe County Assessors’ Office. The contractor is responsible to direct all actions through the Special Projects Administrator, Daniel Fresquez, and to keep him apprised of all printing, scheduling and mailing matters.

Design and printing of mail pieces

- a. Contractor will use attached design as the basis for the final design of the printed piece. Minor changes to the attached design will be made at initial meeting between the contractor and Daniel Fresquez. Forms will include a type 3 of 9 barcode representing an id tag corresponding to the Assessor’s property identification. Proof must have written approval by the County Assessor or his designee.
- b. Contractor will be responsible for printing and on-time delivery of the printed material so the County’s approximate mail date, as stated above, can be met.
- c. Delivery of proof of form design for **Business Personal Property Declarations with Cover Letter** no later than December 1, 2016 for 2017 and November 30, 2017 for 2018. 100 test mailers to be delivered to Assessor no later than December 1, 2016 for 2017 and November 10, 2017 for 2018.
- d. Delivery of proof of form design for **Notice of Values with and without Insert** no later than January 15, 2017 for 2017 and January 15, 2018 for 2018. 100 test mailers to be delivered to Assessor no later than February 1, 2017 for 2017 and February 1, 2018 for 2018.
- e. Fonts and lines per inch on the forms need to be such that the County can reprint duplicate forms in house.
- f. Business Personal Property Declarations with Cover Letter include:

- Two pages, 8 ½" x 11" laser statements, printed with two colors (red and black) on front and back, using 20# white paper stock.
- One page, 8 ½" x 11" laser statements, (cover letter) printed with two colors (red and black) on one side, using 20# white paper stock.
- Approximately 2,700 units.

g. Notices of Value include:

1. Notice of Value - Real Property (With Flyer Insert)

- One page, 8 ½" x 14" laser statements, printed on two colors (black & red) on front and back, using 20# white paper stock.
- 8 ½" x 11" flyers, printed in full color on front and back (see attached example), using 80# gloss text paper stock.
- Approximately 58,000 units of each.

2. Notice of Value - Real Property (No Insert)

- One page, 8 ½" x 14" laser statements, printed on two colors (black & red) on front and back, using 20# white paper stock.
- Approximately 18,000 units.

3. Notice of Value - Manufactured Homes (With Flyer Insert)

- One page, 8 ½" x 14" laser statements, printed on two colors (green & red) on front and back, using 20# white paper stock.
- 8 ½" x 11" flyers, printed in full color on front and back (see attached example), using 80# gloss text paper stock.
- Approximately 7,500 units.

4. Notice of Value - Business Personal Property (No Insert)

- One page, 8 ½" x 14" laser statements, printed on two colors (blue & red) on front and back, using 20# white paper stock.
- Approximately 2,700 units.

5. Notice of Value - Affordable Housing (No Insert)

- One page, 8 ½" x 14" laser statements. Printed on two colors (brown & red) on front and back, using 20# white paper stock.
- Approximately 450 units.

6. Custom Envelope

Notice of Value forms will be sent using a custom envelope, printed with three colors (black, gray, and red). The outer dimensions of the custom envelope should correspond to the outer dimensions of the standard #10 envelope. The left and bottom dimensions of the window will be the same; however, the height of the window may be up to an additional 3/8" in length, resulting in a window possibly as large as 1-1/2" x 4-1/2". Return address and mailing permit in the standard position meeting postal requirements as set forth by the most current USPS guidelines.

7. Addressing

The addressing appearing through the window of the Notice of Value should contain the following:

- A line for the identification of the property id, notice type and year. Font size of at least 10, in block-type font (Arial preferred) convenient to OCR.
- Barcode for postal delivery, between 1/4" to 3/8" in height.
- Recipient name and address

Positioning of this information on the form should facilitate a clear view through the window. The form should not shift within the envelope. Failure for all the information above to be visible will constitute a misprint on the part of the Contractor, applicable to Quality.

8. Samples

- a. Samples are provided for Real Property, Manufactured Homes, Business Personal Property, and Affordable Housing Notice of Values, as well as the Assessor's flyer.
- b. The County will provide the variable information that is to be printed on the notices by electronic file to the Contractor. The Contractor will then process the data and print the piece using the format that has been decided on by the County. The variable imaging can be applied by laser print, ink jet or high-speed impact directly on the face of the notice.
- c. Contractor will program the data to handle multiple properties in an efficient and economical fashion within the framework of the law. The County is not

adverse from recommendations by the Contractor for economic and efficient suggestions.

Mail Services

- a. The Contractor must perform all required CASS services, mail sorting, and preparation to guarantee to the County that this mailing be dropped at the least amount of postage which will be sorted to automated carrier routing. Outgoing mailing pieces with Notice of Values enclosed, First Class permit and any other required postal indicia properly applied must be delivered fully sealed, addressed and presorted. Mailing can be done from point of production but should bear generic postal indicia.
- b. Mail Integrity: All work is to be done in-house by the Contractor. The Contractor must provide written documentation by reports off their intelligent printer and inserter that will guarantee to the County that every notice was properly printed, inserted and mailed. These reports will include:
 - Times and totals Audit Report
 - This report will show the number of mail pieces that were sent through the inserter, the time and date that a particular address was inserted and provide an accurate audit trail for the proof that each piece was printed and mailed.
 - Fault Summary
 - This report will analyze the quality of printing, folding, and inserting and metering of the process. Should the machine jam, fail to insert or have any other difficulty with any notice in the run this report will highlight the problem, tell when and what occurred, which notice was affected and prove the situation was corrected and provide documentation that the notice was sent.
 - Fee County Summary
 - This report will verify by station (folder, inserter and meter machine) that every notice was printed, folded, inserted and metered. When coupled with the fault summary and USPS form 3553, every notice will be accounted for from the tape provided by the County to the notice being placed in the mail.
 - NCOA details

- This report will identify changes to mailing addresses made by the USPS National Change of Address listing.
 - An Excel spreadsheet containing the information in the NCOA DETAILS report which clearly identifies the property id, original address, and modified address for each mailing sent to an address supplied by the NCOA process. The spreadsheet must isolate street 1, street2, city, state, and zip-code from each other.
 - These computer-generated reports and spreadsheet are essential to the accuracy of the mailing and are the minimum standards that the county will accept. All reports spreadsheets due within fifteen (15) days of mailing. Reports and spreadsheets to be sent to the Assessor.

Imaging Services

- a. The Contractor must supply scanned digital copies, on a DVD or CD, in color or black and white of every Notice of Value printed. An exact duplicate in color is preferred. There should be one digital copy per Notice of Value contained in a separate PDF file. The name of the file should be the property identification barcoded onto the Notice of Value.
- b. The Contractor must supply with the PDF scanned images an index file identifying at least the property identification, recipient name, and full path to scanned digital copy on the DVD.
- c. The DVD of the scanned digital copies (as mentioned in a above) must be delivered and arrive at the Santa Fe County Assessor's office at least two business days prior to the date of mailing the Notices of Values.
- d. Scanned digital copies are not solicited for the Business Personal Property Declarations, Cover Letters, or Flyers.

Quality

- a. Should a printing, mailing, or imaging error be identified and associated with any human or mechanical error on the part of the selected vendor, the Contractor is will reprint, mail, and reimage all potentially affected items at no additional cost to the Assessor's Office.
- b.

Additional Forms

- a. Any unused blank forms and flyers will be returned to the County Assessor's Office along with the corresponding number of envelopes.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement, shall not exceed **sixty thousand dollars (\$60,000.00)** per year exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **Daniel E. Fresquez, (505) 986-6330**, or such other individual as may be designated in the absence of the County representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one year increments not to exceed four years in total

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this

Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the

parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable

notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

| | |
|----------------|-------------------------------|
| To the County: | Santa Fe County |
| | Attn: Santa Fe County Manager |
| | 102 Grant Avenue |
| | P.O. Box 276 |

Santa Fe, New Mexico 87504-0276

To the Contractor: Peregrine Corporation
504 N. 17th Street
Monroe, Louisiana 71201

To the Agent: Peregrine Corporation
Attention: Cherri Porter
9204 Thornton Avenue, NE
Albuquerque, New Mexico 87109

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. 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 \$1,000,000.00 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. Santa Fe County shall be a named additional insured on the policy.

C. 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.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

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

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints Cherri Porter whose company address is 9204 Thornton Avenue NE, Albuquerque, New Mexico 87109, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

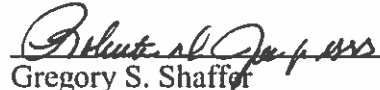
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY


Katherine Miller
County Manager

11.14.16
Date

Approved as to form


Gregory S. Shaffer
County Attorney

10-26-16
Date

Finance Department


Don D. Moya
Finance Director

11-7-16
Date

CONTRACTOR:

(Signature)

Date

(Print Name)

(Print Title)

Agreement No. 2017-0092-AO/MM

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY

Katherine Miller
County Manager

Date

Approved as to form

Gregory S. Shaffer
County Attorney

10-26-16
Date

Finance Department

Don D. Moya
Finance Director

11-7-16
Date

CONTRACTOR:

(Signature)

11-10-16
Date

Cherry Porter
(Print Name)

Act-Rep
(Print Title)

EXHIBIT A

COST PROPOSAL

Business Personal Property Declarations with Cover Letters

- Two pages, 8 ½" x 11" laser statements, printed with two (2) colors (red and black) on front and back, using 20# white paper stock.
- One page, 8 ½" x 11" laser statements, printed with one (1) color (black) on one side, using 20# white paper stock.
- Printing, stuffing, and distribution.
- Approximately 2,700 units.

\$.16 each piece

Notice of Value - Real Property (With Insert)

- One page, 8 ½" x 14" laser statements, printed on two (2) colors (black & red) on front and back, using 20# white paper stock.
- Printing, custom envelope, stuffing, distribution, and imaging.
- Approximately 58,000 units.

\$.128 each piece

Notice of Value - Real Property (No Insert)

- One page, 8 ½" x 14" laser statements, printed on two (2) colors (black & red) on front and back, using 20# white paper stock.
- Printing, custom envelope, stuffing, distribution, and imaging.
- Approximately 18,000 units.

\$.128 each piece

Notice of Value - Manufactured Homes (No Insert)

- One page, 8 ½" x 14" laser statements, printed on two (2) colors (green & red) on front and back, using 20# white paper stock.
- Printing, custom envelope, stuffing, distribution, and imaging.

- Approximately 7,500 units.

\$.135 each piece

Notice of Value - Business Personal Property (No Insert)

- One page, 8 ½" x 14" laser statements, printed on two (2) colors (blue & red) on front and back, using 20# white paper stock.
- Printing, custom envelope, stuffing, distribution, and imaging.
- Approximately 2,700 units.

\$.135 each piece

Notice of Value - Affordable Housing (No Insert)

- One page, 8 ½" x 14" laser statements, printed on two (2) colors (brown & red) on front and back, using 20# white paper stock.
- Printing, custom envelope, stuffing, distribution, and imaging.
- Approximately 450 units.

\$.135 each piece

Color Flyer (a.k.a. Insert)

- 8 ½ "x 11" flyers, printed in full color on front and back (see attached example), using 80# gloss text paper stock.
- Approximately 67,000 units.

\$.06 each piece

DVD with black and white images of every Notice of Value (NOVs) printed, as described under Imaging Services
\$200.00

USB Hard Drive with color images of every Notice of Value (NOVs) printed, as described under Imaging Services
\$625.00

FTP the colored images to the Assessor's Office
\$225.00