Bill To:
Various State Agencies
Located throughout Idaho
****
Various, ID 83701

Various State Agencies

THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

Statewide Blanket Purchase Order
Contract Renewal

Statewide Blanket Purchase Order
SBPO1176 - 04

DELIVER TO:
Various State Agencies
Located throughout Idaho
****
Various, ID 83701

Date: Tue Apr 01, 2008
F.O.B: Destination
Terms:

VENDOR: Hedrick Court Reporting
P O Box 578
Boise, ID 83701
Attn: Wally Hedrick
Vendor Nbr: P00000055542
Emailed To: 999@999.com
Phone: 208 336-9208
Fax: 208 388-3853
Account Number: P00000055542

Start of Service Date Tue Apr 01, 2008
End of Service Date: Tue Mar 31, 2009

Solicitation#: RFQ03827
DOC#: PREQ7282

File(s) Attached:
Hedrick.xls

Buyer: SARAH HILDERBRAND 208-332-1631

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		25000.00
	Total:			25000.00

Blanket Comments:

.....COURT REPORTING SERVICES RENEWAL

This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number SBPO1176 (formerly SBPO1024) for COURT REPORTING SERVICES for the VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS dated APRIL 1, 2002, between HEDRICK COURT REPORTING, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this renewal is APRIL 1, 2008.

This contract is renewed for ONE (1), commencing APRIL 1, 2008, and expiring MARCH 31, 2009. The same terms, conditions and prices prevail for the contract renewal period.

The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the number of orders from the VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS.

SIGNED AND DATED ACCEPTANCE LETTER FROM HEDRICK COURT REPORTING ON FILE AT THE DIVISION OF PURCHASING

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	COURT REPORTING SERVICES on an as needed basis (961-24-58-000) (nt)	1 YEAR	25000.00	25000.00

General Comments:

……NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

Contract for Court Reporting Services for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of two (2) years commencing on March 29. 2002 and ending March 31, 2004.

Contract Title:……Court Reporting Serivces
Contract Usage Type:……..Mandatory
Public Agency Clause: ……Yes
Contract Administration:…. Sarah Hilderbrand
---Phone Number:……208-332-1631
---E-Mail:……sarah.hilderbrand@adm.idaho.gov

Contractor's Primary Contact
---Attn:……Wally Hedrick
---Address:……...PO Box 578
---City, State, Zip:……Boise ID 83701
Phone Number:……208-336-9208
Fax Number:……208-388-3853

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document. The dollar amount listed above is an estimate and cannot be guaranteed. The actual dollar amount may be more or less depending on the number of orders from the various State of Idaho agencies, institutions and departments.

Order Placement Address:
Same as above

Payment Address:
Same as above

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's signed bid, quotation, or offer.

Signed and dated acceptance letter for this pricing agreement, is on file at the Division of Purchasing

INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.

Instructions: **Freight / Handling Included in Price**	
	By: SARAH HILDERBRAND

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STATE OF IDAHO
Court Reporting Price Agreement Fees

Price Agreement Term: April 1, 2006 through March 31, 2007

		SBPO 1176	SBPO 1022	SBPO 1175	SBPO 1027		SBPO 1179	SBPO 1177	SBPO 1174
		Hedrick Court Reporting Wally Hedrick P O. Box 578 Boise, ID 83701 Ph: 208-336-9208 Fax: 208-388-3853	M.D. Willis, Inc. M. Dean Willis 5190 Hwy 44 Eagle, ID 83616 Ph: 208-855-9151 Fax: 208-855-9152	CSB Reporting Constance Bucy 17688 Allendale Rd. Wilder, ID 83676 Ph: 208-337-4807 Fax: 208-890-5198	M&M Court Reporting Cheryl Smith 816 Sherman Ave. #7 Coeur d'Alene, ID 83814 Ph: 208-765-1700 Fax: 208-765-8097	M&M Court Reporting	Associated Reporting Isabel Bruce 200 N 4th St Ste 204 Boise ID 83702 Ph: 208-343-4004 Fax: 208-343-4002	Clearwater Reporting Gloria McDougall 102 11th Street Lewiston, ID 83501 Ph: 208-743-2748 Fax: 208-746-8156	Tucker & Associates Elaine Evans 605 W. Fort Street Boise, ID 83702 Ph: 208-345-3704 Fax: 208-345-2714
Exhibit A Court Reporting - Standard Pricing Schedule	Zones	3	3	All	Lay Price 1,2,3,4	Expert Price	3,4	1,2	3,4
Appearance Fee									
Per hour:	_/hour	$ 20.00	$ 25.00	N/A	$ 40.00	Deposition	$ 35.00	$ 45.00	N/A
Per half day:	_/1/2 day	$ 60.00	$ 60.00	$ 70.00	$ 100.00	Hearing	N/A	$ 100.00	100
Per day:	_/day	$ 120.00	$ 120.00	$ 140.00	$ 200.00	Hearing	N/A	$ 180.00	200
Appearance Fee - Court Cancelled - Less than 24 hour notice:	_/day	$ 60.00	No Charge	N/A	$ 50.00		$ 45.00	$ 120.00	100
Transcript Fee - Hearing (Original and one copy, per page):	_/page	$ 3.50	$ 3.25	$ 3.75	$ 4.75		$ 4.75	$ 5.00	$ 5.50
Transcript Fee - Deposition (Original and one copy, per page):	_/page	$ 3.25	$ 3.25	$ 3.25	$ 3.50	$ 3.75	$ 3.75	$ 3.90	$ 4.00
Transcript Fee - Public Meeting (Original and one copy, per page):	_/page	$ 3.50	$ 3.50	$ 3.75	$ 7.00		$ 6.25	$ 6.50	$ 5.50
Copy Fee - Extra (after Original and one copy) - Hearing - per page	_/page	$ 2.05	$ 1.00	$ 2.00	$ 1.80		$ 2.50	$ 1.30	$ 1.80
Copy Fee - Extra (after Original and one copy) - Deposition - per page	_/page	$ 1.90	$ 1.00	$ 1.75	$ 1.80		$ 2.50	$ 1.00	$ 1.75
Copy Fee - Extra (after Original and one copy) - Public Meeting - per page	_/page	$ 2.05	$ 1.00	$ 2.00	$ 1.80		$ 2.50	$ 1.50	$ 1.80
Exhibit Fee (per page - beyond copies in original transcript):	_/page	$ 0.10	$ 0.15	$ 0.25	$ 0.25		$ 0.35	$ 0.40	$ 0.30
Travel outside 50 mile radius (per mile, both ways):	_/mile	$ 0.26	$ 0.25	State Rate	State Rate		$ 0.365	$ 0.345	$ 4.85
Per Diem if out of town									
Per day - Meals:	_/day	$ 25.00	$ 15.00	State Rate	State Rate		Cost	$ 35.00	Cost
Per day - Lodging:	_/day	$ 50.00	$ 60.00	State Allow	State Rate		Cost	$ 80.00	Cost
Tape Transcription (per page):	_/page	$ 3.50	$ 3.75	N/A	$ 5.00		NotAvail	$ 5.50	N/A
Diskette or E-Mail Copy:	_/each	$ 10.00	No Charge	------	No Charge		Inc w/ Trans	$ 20.00	
Pricing for Expedited Service (Original and one copy)									
2-day turnaround, per page:	_/page	$ 4.50	$ 4.50	$ 6.00	$ 6.25	$ 6.50	85%	$ 6.00	$ 7.19
Next Day Service, per page	_/page:	$ 6.50	$ 5.50	$ 7.50	$ 8.00	$ 8.25	100%	$ 8.00	$ 7.70
Normal Transcript Turnaround (work days):	_/days	10	10	14	10		7-10	10 work days	10
Minimum Order for any services provided:	__	No Charge	No Charge	$ 70.00	$ 75.00		N/A	$ 120.00	100
Notification time required:	_/days	2	1	1	1		1	1-2 days	1
Other Services available - please describe and price								Video- $100/hr	etran - N/C
					Boise Office:			Tape - $25	realtime - $1 per page
Exhibit B					421 W. Franklin			realtime - $60/hr	
					Boise, ID 83702			rough draft ascii - same day - $2/page	
Pricing for products and services on this Exhibit B allow the agency to make unlimited copies of the Contractor's work product.					Ph: 208-345-9611 208-345-8800			Appearance Fee Hearings - $65/hr	
Transcript Fee - Hearing (Original and one copy, per page):	_/page	$ 6.00	$ 5.50	$ 3.75	$ 5.50		$ 6.58	$ 8.00	$ 6.80
Transcript Fee - Deposition (Original and one copy, per page):	_/page	$ 5.00	$ 5.50	$ 3.25	$ 6.00	$ 6.50	$ 6.50	$ 7.50	$ 5.70
Transcript Fee - Public Meeting (Original and one copy, per page):	_/page	$ 6.00	$ 5.50	$ 3.75	$ 8.00		$ 6.50	$ 8.50	$ 6.80
Exhibit Fee (per page - beyond copies in original transcript):	_/page	$ 0.10	$ 0.15	$ 0.25	$ 0.25		$ 0.50	$ 0.40	$ 0.30
Tape Transcription (per page):	_/page	$ 5.50	$ 3.75	N/A	$ 5.00		Not Avail	$ 7.50	N/A
Diskette or E-Mail Copy:	_/each	$ 0.25	No Charge	------	$ 10.00		Inc w/ Trans	$ 20.00	No Charge
Other Services available - please describe and price								Videotape - $150/hr	
								Tape + copy - $15	

COURT REPORTING SERVICES – SPECIAL CONTRACT TERMS AND CONDITIONS

The following Special Contract Terms and Conditions apply to Court Reporting Services Price Agreements ("Agreement"):

PRICES: Prices will be fixed and firm for the period of the Agreement. Prices for services rendered are detailed on Exhibit A (Court Reporting – Standard Pricing Schedule) and Exhibit B (Court Reporting – Unlimited Copies Pricing Schedule) as attached. The transcript fee shall include the original and one copy, the reproduction rights of which belong exclusively to the Contractor. Additional copies required by the agency will be provided by the Contractor at the pricing detailed on Exhibit A (Court Reporting – Standard Pricing Schedule). If the agency wants the option of making its own additional copies from the original or copy (includes copies on Contractor provided diskettes or email attachments), the pricing on Exhibit B (Court Reporting – Unlimited Copies Pricing Schedule) shall apply to the products or services listed.

ITEMS: Court Reporting and Transcribing Services for State of Idaho agencies.

TERMINATION: Either party for any reason may terminate this Agreement by submission of written notice.

REPORTS: The Contractor will be required to furnish quarterly reports to the Division of Purchasing, showing at a minimum, the dollar volume of purchases, the state agency customer, and the dates of service. Such reports shall be furnished no later than thirty (30) days after the end of the reporting quarter.

SPECIAL MISCELLANEOUS TERMS AND CONDITIONS:

a. OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE: In no event shall any official, officer, employee or agent of the state of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this Agreement.

b. CONTRACT RELATIONSHIP: It is distinctly and particularly understood and agreed between the parties hereto that the state of Idaho is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the state of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Agreement. The Contractor will maintain any applicable workman's compensation insurance and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in cancellation of this Agreement or in a contract price

adjustment to cover the State's cost of providing any necessary workman's compensation insurance. The State does not assume liability as an employer.

c. SAVE HARMLESS: Contractor shall indemnify and hold harmless the state of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. IN NO EVENT WILL THE CONTRACTOR BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. Contractor shall have no indemnification liability under this section for death, injury, or damage arising out of the negligence or misconduct of the State.

d. CONFIDENTIAL INFORMATION: Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then, only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. "Confidential Information" shall not include data or information that:

1) Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;

2) Becomes generally available to the public other than as a result of disclosure by Contractor; or

3) Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

e. GOVERNING LAW AND SEVERABILITY: This Agreement shall be construed in accordance with, and governed by the laws of the state of Idaho. Except to the extent the provisions of the Agreement are clearly inconsistent therewith, the Agreement shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this Agreement shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

ZONES FOR PROVIDING COURT REPORTING SERVICES

ZONE 1 - Coeur d'Alene and surrounding area
ZONE 2 – Lewiston and surrounding area
ZONE 3 – Boise and surrounding area
ZONE 4 – Twin Falls and surrounding area
ZONE 5 – Pocatello and surrounding area
ZONE 6 – Idaho Falls and surrounding area