

**SANTA FE COUNTY
PRICE AGREEMENT WITH BUG MASTER PEST CONTROL
FOR PEST AND RODENT CONTROL SERVICES**

This Agreement is made and entered into by and between Santa Fe County, a New Mexico political subdivision, (hereinafter "County") and Bug Master Pest Control, 6 La Piedra Blanca, Santa Fe, NM 87508 and 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 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 supplies to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide pest and rodent control services to a Using Department which issues a Purchase Order.
- E. "Price" means the fixed prices paid by the County and its Departments for pest and rodent control services provided in Attachment A, attached and incorporated herein by reference.

2. SERVICES TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement lists the prices for the Contractor's services and deliverables.
- B. **Services Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the service items listed on Attachment A. Any service ordered by the County must be a service item for a Using Department as described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement #2017-0052-PW/IC.
- 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 of services may be issued under this Price Agreement. Quantities of services may vary and the Contractor is required to accept the Purchase Order and furnish the item(s).
- D. **Specifications.** Any specifications furnished under this Price Agreement shall meet or exceed the specifications provided in the IFB No. 2017-0052-PW/IC including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s) and price(s).
- E. **Delivery and Billing Instructions.**
 - 1. The Contractor shall perform pest and rodent control services in accordance with the County's instructions. Upon completion of services the Contractor shall also deliver an invoice listing the order number and the Price Agreement number.

2. The Using Department will inform the Contractor within five business days that the Contractor's performance of a service is unacceptable and indicate the reason the service was unsatisfactory or unacceptable. The Contractor shall address any issues or concerns regarding unsatisfactory or unacceptable services provided to a Using Department.
 4. Prices listed in Attachment A, for each item, shall be the fixed prices for the services.
3. **PAYMENT.** All payments under this Price Agreement are subject to the following provisions:
- A. **Inspection.** Final inspection and acceptance of a service shall be made by the Using Department.
 - B. **Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if Contractor's services meet specifications and will accept the services if they meet specifications. No payment shall be made for any service until the item has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Using Department and the Contractor within 30 days from the completion of services, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any item or service. Unless the Using Department gives notice of partial acceptance or rejection within the time specified above, the item 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 30 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 on each invoice. 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 all the parties as shown by their signatures below. The term of this Agreement shall be one year from the Effective Date. The County reserves the option to extend the term of this Agreement for three years. The term of this Agreement shall not exceed four years in total.
5. **CANCELLATION.**
- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the services fail to meet the requirements of this Price Agreement.
 - B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.

other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price 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 Price 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 Price 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 Price 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 Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price 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 Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its

- C. The Contractor may be excused from performance 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 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 that is associated with such default.

6. TERMINATION.

- A. For Convenience. Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the Termination date of this Price Agreement. County will provide at least 2) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- 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 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 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. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. **ASSIGNMENT.** Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. **NON-COLLUSION.** In signing this Price 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 Price Agreement.

10. **RECORDS.** During the term of this Price Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and

Departments 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 Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 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 Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.

C. Worker’s Compensation Insurance. The Contractor shall comply with the provisions of the Worker’s Compensation Act.

D. Increased Limits. If, during the life of this Price 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 Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW.

A. This Price 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 Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

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

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 Price 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 Price 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 Price 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 Price 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 paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; 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
 Attn: Public Works Director
 102 Grant Avenue
 PO Box 276
 Santa Fe, NM 87504-0276

To the Contractor:
 Bug Master Pest Control
 Bernard P. Gonzales
 PO Box 28701
 Santa Fe, NM 87592

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


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

SANTA FE COUNTY:


 Katherine Miller
 Santa Fe County Manager

10-25-16
 Date

Approved as to form


 Gregory S. Shaffer
 Santa Fe County Attorney

10-26-16
 Date

Finance Department:

Carole H. Jaramillo
Carole H. Jaramillo
Santa Fe County Finance Director

10/20/16
Date

CONTRACTOR:

[Signature]
Signature

10/25/16
Date

Bernard P. Gonzales
Print Name

Owner
Print Title

Attachment A

IFB# 2017-0052-PW/IC

IFB #2017-0052-PW/IC PEST AND RODENT CONTROL SERVICES

Please offer your best price for all facilities listed below with approximate square footage. The number of buildings may be subject to change as the County reserves the right to add or delete buildings to the inventory listing at its discretion. **Include signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 10:00 am on the bid due date specified.

Offeror's Organization Name: Bug Master
Fixed Bi-Monthly Pest Control Services Fee for one year -- fill in dollar amounts accordingly--
excluding GRT

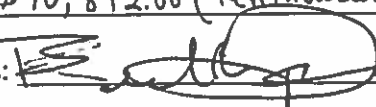
#	FACILITY	ADDRESS	SQ FT	COST	WRITTEN COSTS
1	Administration Bldg	102 Grant Ave, SF	37,781	210.00	Two hundred ten dollars
2	First Judicial Complex	100 Catron, SF	58,013	330.00	Three hundred thirty dollars
3	Law Complex	327 Sandoval, SF	17,600	174.00	one hundred seventy four dollars
4	SFC Health Center	605 Letrado, SF	21,000	174.00	one hundred seventy four dollars
5	Old Public Works Bldg	2600 Galisteo Rd, SF	18,818	174.00	one hundred seventy four dollars
6	New Public Works Bldg	424 NM 599, SF	45,000	300.00	Three hundred dollars
7	Fairgrounds Extension	3229 Rodeo Rd, SF	3,922	174.00	one hundred seventy four dollars
8	Fairgrounds Exhibit Hall	3229 Rodeo Rd, SF	8,000	174.00	one hundred seventy four dollars
9	Fairgrounds Animal Barn	3229 Rodeo Rd, SF	6,000	174.00	one hundred seventy four dollars
10	Youth Development Facility	4250 Airport Rd, SF	69,642	330.00	Three hundred Dollars
11	Adult Detention Facility	28 Camino Justica, SF	208,224	174.00	one hundred seventy four dollars
12	Public Safety Complex (Sheriff's & Fire Admin)	35 Camino Justica, SF	38,800	270.00	Two hundred seventy dollars
13	Youth Shelter & Family Services	5686 Agua Fria, SF	10,225	174.00	one hundred seventy four dollars
14	Vista Grande Library	14 Avenida Torreon, Eldorado	2,596	174.00	one hundred seventy four dollars
15	La Cienega Community Center	136 Camino San Jose, La Cienega	5,418	174.00	one hundred seventy four dollars

#	FACILITY	ADDRESS	SQ FT	COST	WRITTEN COSTS
16	Edgewood Senior Center	114 Quail Trail, Edgewood	1,428	174.00	one hundred seventy four dollars
17	El Rancho Senior Center	394 CR 84, El Rancho	4,540	174.00	one hundred seventy four dollars
18	Santa Fe County Human Resources	949 Alameda, SF	6,290	174.00	one hundred seventy four dollars
19	Cundiyo Fire & Community Center	5 Jose Simon Dr, Cundiyo	3,786	174.00	one hundred seventy four dollars
20	Santa Fe County Open Trails/Projects	901 Alameda, SF	22,978	174.00	one hundred seventy four dollars
21	Chupadero Community Center	1 El Alto, Chupadero	2,520	174.00	one hundred seventy four dollars
22	Agua Fria Community Center	1 Prairie Dog Loop	3,138	174.00	one hundred seventy four dollars
23	Marcos Trujillo Teen Center	89 La Puebla	4,012	174.00	one hundred seventy four dollars
24	Bennie J Chavez Senior Center	354 A Juan Medina Rd, Chimayo	5,590	174.00	one hundred seventy four dollars
25	Chimayo Sheriff Sub Station	354 B Juan Medina Rd, Chimayo	864	120.00	One hundred Twenty dollars
26	La Cienega Station 1	39 Rancho Viejo Blvd, Santa Fe	14,000	174.00	one hundred seventy four dollars
27	Fire Prevention	14 Fire Place	6,500	174.00	one hundred seventy four dollars
28	Hondo Fire Station 2	645 Old Las Vegas Highway, SF	5,500	174.00	one hundred seventy four dollars
29	Galisteo Fire Station	39 Avenida Vieja, Galisteo	4,230	174.00	one hundred seventy four dollars
30	Glorieta Pass Fire Station	45 Fire Station Rd, Glorieta	3,796	174.00	one hundred seventy four dollars
31	Edgewood Fire Station 1	1 Municipal Way, Edgewood	15,000	174.00	one hundred seventy four dollars
32	Edgewood Fire Station 2	650 NM 344, Edgewood	2,867	174.00	one hundred seventy four dollars

#	FACILITY	ADDRESS	SQ FT	COST	WRITTEN COSTS
33	Edgewood Fire Station 4	18 Dinkle Rd, Edgewood	4,500	174.00	One hundred seventy four dollars
34	SFCFD Training Complex	5 Martin Rd, Edgewood	4,200	174.00	One hundred seventy four dollars
35	Chimayo Fire Station 1	226 Juan Medina Rd, Chimayo	3,500	174.00	One hundred seventy four dollars
36	Agua Fria Fire Station 1	58 CR 62, SF	7,320	174.00	One hundred seventy four dollars
37	Agua Fria Fire Station 2	6 Arroyo Calabasas Rd, SF	2,915	174.00	One hundred seventy four dollars
38	Pojoaque Fire Station 1	17919 US HWY 84/285, Pojoaque	7,828	174.00	One hundred seventy four dollars
39	Pojoaque Fire Station 2	302 NM 503, Pojoaque	1,551	174.00	One hundred seventy four dollars
40	Stanley Fire Station 1	685 A NM 472, Stanley	4,732	174.00	One hundred seventy four dollars
41	Stanley Fire Station 2	30 Kinsell Ave, Stanley	2,300	174.00	One hundred seventy four dollars
42	Eldorado Fire Station 1	144 Avenida Vista Grande, Eldorado	6,400	174.00	One hundred seventy four dollars
43	Eldorado Fire Station 2	1 Avenida Casa Del Oro, Eldorado	2,196	174.00	One hundred seventy four dollars
44	Eldorado Fire Station 3	285 US Hwy, Eldorado	2,318	174.00	One hundred seventy four dollars
45	La Puebla Fire Station 1	31 Firehouse Rd, La Puebla	2,938	174.00	One hundred seventy four dollars
46	La Puebla Fire Station 2	1 Cowboy Lane, La Puebla	2,772	174.00	One hundred seventy four dollars
47	Turquoise Trail Station 1	3 Turquoise Court	6,800	174.00	One hundred seventy four dollars
48	Turquoise Trail Station 2	3609 NM HWY 14	2,800	174.00	One hundred seventy four dollars
49	Nambe Transfer Station	605 NM 503, Nambe	528	120.00	One hundred twenty dollars
50	Jacona Transfer Station	1696 NM 502, Jacona	528	120.00	One hundred twenty dollars
51	Tesuque Transfer Station	50 NM 502, Tesuque	80	60.00	Sixty dollars

#	FACILITY	ADDRESS	SQ FT	COST	WRITTEN COSTS
52	La Cienega Transfer Station	25 CR 54-B, La Cienega	528	120.00	one hundred twenty dollars
53	San Marcos Transfer Station	366 Camino Los Abuelos, San Marcos	360	150.00	one hundred fifty dollars
54	Rancho Viejo Transfer Station	A-Van Nu-Po, Rancho Viejo	80	60.00	sixty dollars
55	Stanley Transfer Station	20 CR 14-A, Stanley	4300	174.00	one hundred seventy four dollars
56	Eldorado Tipping Station	28736 US 285, Eldorado	6500	174.00	one hundred seventy four dollars
57	Eldorado Scale House	28736 US 285, Eldorado	80	60.00	sixty dollars
58	Eldorado Transfer Station Office	28736 US 285, Eldorado	523	174.00	one hundred seventy four dollars
59	Chimayo Head Start	205 Juan Medina Rd	2,396	174.00	one hundred seventy four dollars
60	Eldorado Senior Center	16 Avenida Torreon	4,600	174.00	one hundred seventy four dollars
61	Chimayo Head Start	205 Juan Medina Rd	2,396	174.00	one hundred seventy four dollars
62	Community Health & Human Services	2052 South Galisteo Street, Santa Fe	38,800	210.00	two hundred ten dollars

TOTAL BID AMOUNT: \$10,812.00 (Ten thousand eight hundred twelve dollars) excluding GRT

BIDDER'S SIGNATURE:  DATE: 8/25/16

TITLE: Owner