

## The Purchasing Memo

**Date:** February 10, 2025

**To:** Governing Body, Finance Committee, and Public Works & Utilities Committee

**From:** Ryan S. Pitcher, Integrated Pest Management Program Manager *RSP*

**Via:** *Regina Wheeler*  
Regina Wheeler (Feb 12, 2025 18:12 MST)

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Regina Wheeler, Public Works Department Director  
Melissa McDonald, Parks and Open Space Division Director *MMc*  
MMc

**Subject:** Gopher and Pest Control Contract

**Vendor Name:** Parker Pest Control

**Munis Vendor Number:** 10001

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### ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Parker Pest Control for Gopher, Structural Pest and Rodent Control in the Total Amount of \$287,778.75 Inclusive of Gross Receipts Tax for a Four-Year Term. (Ryan S. Pitcher, IPM Manager; rspitcher@santafenm.gov)

### CONTRACT NUMBER:

The FY25 Munis contract number is 3250343.

### BACKGROUND AND SUMMARY:

Parker Pest Services will provide on-call task order pest control services for pocket gophers, structural rodents, and structural insects for all City Parks, including buildings and structures. All task order services will comply with current City Integrated Pest Management (IPM) policies and will be managed by the City IPM Manager for the duration of the contract. Pest control services are integral to human health and safety in a municipality.

The contract amount is based on historical need and an anticipated increase in turf damage due to mild winters. Additionally, this contract includes structural pest management services, which were previously conducted on an "as-needed" basis. All City of Santa Fe Departments will be authorized to utilize this on-call contract. Departments must submit a detailed scope of work and receive written approval from the Parks and Open Space Division Director before commencing work.

This City on-call contract is being procured via a New Mexico State Price Agreement Contract.

### ATTACHMENTS:

Professional Services Contract  
Vendors Proposal / Certificate of Liability Insurance (COI)  
Statewide Price Agreement  
Horizons Declination / CPO Service Determination Email

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** 100 / GENFUND

**Munis Org Name/Number:** 1004150 / PTW Admin

**Munis Object Name/Number:** 510310 / Service Contracts

**Budget Officer / Designee:** Andy Hopkins **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-135, Coop

The existing contract, SWPA #30-00000-22-00007 expires on 11/15/2026

**Chief Procurement Officer (CPO) / Designee:**  **Date:** \_\_\_\_\_

**CPO Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Vehicles included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Construction to City Facilities, Furniture, and/or Fixtures included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this an externally funded purchase?**  Yes |  No

**If yes, what is the issuing agency:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this a Capital Asset or Project?**  Yes |  No

**Project Ledger Number:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Parker Pest Services, LLC**, herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

As needed gopher trapping, structural pest and rodent services at the direction of City of Santa Fe Integrated Pest Manager (IPM). IPM shall provide an address or appropriate description of the park or athletic field to be serviced.

Service— See Exhibit A attached to and incorporated herein.

3. **Compensation.**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph C of this Clause.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed for a total compensation not to exceed amount of two hundred sixty six thousand dollars (\$266,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand seven hundred seventy eight dollars and seventy five cents (\$21,778.75) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred eighty seven thousand seven hundred seventy eight dollars and seventy five cents (\$287,778.75).

- B. Payment. The total compensation under this Agreement shall not exceed two hundred eighty seven thousand seven hundred seventy eight dollars and seventy five cents (\$287,778.75) including New Mexico gross receipts tax. 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. Contractor is responsible for notifying the City 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 prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

- C. Retainage.

Not Applicable – The Parties agree there is no retainage.

- D. Performance Bond.

Not Applicable. The Parties agree there is no Performance Bond.

#### 4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature**. The City reserves the right to renew this contract by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

#### 5. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State 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, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. **Termination**

A. **Grounds.** The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. **Notice: City Opportunity to Cure.**

1) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. **Liability.** Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.**

7. **Amendment**

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

8. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

9. **Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

10. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

11. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

12. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. **Records and Audit**

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

16. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient

appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. **Confidentiality**

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

19. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

20. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. **Scope of Contract; Merger**

This Contract 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 contract.

This Contract is issued against the state or agency Master Agreement, established, and maintained by the Statewide Pricing Agreement, **30-00000-22-00007 Pest Control Services**, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

22. **Notice**

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

23. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

24. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs 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 subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

25. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the

jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent

practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

## 32. **Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

**A. Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

**C. Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

**D.** Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

35. **Enforcement of Contract**

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

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor’s compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which

entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. 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 City:

Parks and Open Space Division Director  
1142 Siler Rd., Building C  
Santa Fe, NM 87504  
mamcdonald@santafenm.gov  
505-303-9502

To the Contractor:

Kyle Parker  
PARKER PEST SERVICES  
6564 Sahchu St  
Cochiti Lake, NM 87083  
[info@parkerpestcontrolservices.com](mailto:info@parkerpestcontrolservices.com)  
505-401-9380

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

41. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

PARKER PEST SERVICES

\_\_\_\_\_  
ALAN WEBBER, MAYOR

Kyle Parker  
Kyle Parker (Jan 19, 2025 09:15 MST)  
\_\_\_\_\_  
KYLE PARKER, OWNER

DATE: \_\_\_\_\_

DATE: Jan 19, 2025

NMBTIN#: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault  
Kevin L. Nault (Jan 21, 2025 13:01 MST)  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR

# EXHIBIT A



## GOPHER TRAPPING SCOPE OF SERVICE, METHODOLOGY AND EXPECTATIONS City of Santa Fe Parks Department

Contact: Ryan Pitcher  
November, 20, 2024

### GENERAL CONDITIONS

1. As needed gopher trapping with direction of City of Santa Fe IPM manager.
2. IPM manager shall provide an address or appropriate description of the park or athletic field to be serviced.
3. Initial Service (\$250.00) –
  - a. Install a maximum of ten trapping locations per acre or area of one athletic field.
  - b. Trapping locations will typically have 1-2 traps each.
  - c. 3 follow up visits within 4 days of each other.
  - d. Maximum length of any gopher engagement will be twenty days from the date of inception.
4. Additional Services: (\$250.00) – Utilized when:
  - a. More than 10 trapping locations are necessary per acre or athletic field.
  - b. Area that contains gopher activity exceeds one acre or athletic field.
  - c. Gopher activity has continued or reoccurred within 30 days of the last visit.
  - d. Includes initial visit plus 3 visits within 4 days of each other.
  - e. Maximum length of any gopher engagement will be twenty days from date of inception.

### LIMITATIONS AND EXPECTATIONS

Gopher activity and trapping disrupts integrity of turf surfaces. PPS will be required to identify active burrows via probing and then access holes for trap placements must be dug. Additionally, marking paint will be used to indicate trap location and status. PPS will be held free of all liability for cosmetic and physical conditions. Additionally, PPS will be held free of all liability for injury or other damages sustained by persons, animals, pets or their equipment. City of Santa Fe may choose to utilize additional warnings and signs and may find it beneficial to repair areas of gopher damage at the conclusion of trapping programs.

### SITE SPECIFIC INFORMATION

1. Address or location description
2. Size of site expressed as fields or acres
3. Date of service inception
4. Other information

STRUCTURAL MOUSE AND RAT TRAPPING SCOPE OF SERVICE, METHODOLOGY AND EXPECTATIONS  
City of Santa Fe Parks Department

GENERAL CONDITIONS

1. Initial Services (\$160.00): exterior trapping stations will be set at perimeter of concession buildings at parks designated by City of Santa Fe IPM manager
2. Monthly Services (\$40.00): Traps will be checked and maintained
  - a. Damaged or missing trapping units will be replaced by request.
3. Interior trapping and follow ups will be addressed and priced on a case-by-case basis.

STRUCTURAL PEST CONTROL SCOPE OF SERVICE, METHODOLOGY AND EXPECTATIONS  
City of Santa Fe Parks Department

GENERAL CONDITIONS

1. Pricing, treatment methods, frequency, will be determined by site
2. All services will be in accordance with Statewide Pricing Agreement and City of Santa Fe IPM protocols.

Approximate Pricing:

1. Gopher Trapping-
  - 222 zones x average pricing of \$225 = 55,500/ yearly
  - Four year total = \$222,000
2. Rodent Control
  - 10 buildings X \$160 initial services = 1600/yearly
  - 10 buildings X 11 monthly services X \$40 per service = \$4400 yearly
  - Four year total = \$24,000
3. Pest Control
  - As needed up to \$5000/yearly
  - Four year total = \$20,000

TOTAL YEARLY PRICING = \$66,500 without tax.

SUB-TOTAL FOUR(4) YEAR CONTRACT	\$266,000.00
plus 8.1875% NM Gross Rec. Tax	\$21,778.75
TOTAL with tax	\$287,778.75

CHANGE ORDERS

When working to control living organisms, often the pests will adapt to the equipment, materials, and techniques being employed or the original control method proves to be inadequate. Therefore, it is possible the pest professional may need to change the Scope of Work involved in the control of the unwanted pests. In the event it is necessary to alter the agreement, Parker Pest Services (PPS) reserves the right to petition in writing for an increase to the cost of services or service methods (Change Order) anytime in the effective period of this agreement. Customer will have ten days from being presented with the change order to accept or refuse the changes. If the customer refuses the request the agreement at that site will be terminated.

Kyle Parker

Owner, Parker Pest Services

[info@parkerpestcontrolservices.com](mailto:info@parkerpestcontrolservices.com)











# 2. Gopher\_contract\_ParkerPestServices\_Final CAO with Exhibit A

Final Audit Report

2025-01-21

Created:	2025-01-17
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfNe7VeqOZj9aduEx6ge16YDw8hS2RE8e

## "2. Gopher\_contract\_ParkerPestServices\_Final CAO with Exhibit A" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)  
2025-01-17 - 0:14:25 AM GMT- IP address: 63.232.20.2
-  Document emailed to info@parkerpestcontrolservices.com for signature  
2025-01-17 - 0:15:16 AM GMT
-  Email viewed by info@parkerpestcontrolservices.com  
2025-01-17 - 0:18:13 AM GMT- IP address: 172.224.247.2
-  Email viewed by info@parkerpestcontrolservices.com  
2025-01-19 - 2:28:05 AM GMT- IP address: 104.28.85.155
-  Signer info@parkerpestcontrolservices.com entered name at signing as Kyle Parker  
2025-01-19 - 4:15:43 PM GMT- IP address: 98.97.116.29
-  Document e-signed by Kyle Parker (info@parkerpestcontrolservices.com)  
Signature Date: 2025-01-19 - 4:15:45 PM GMT - Time Source: server- IP address: 98.97.116.29
-  Document emailed to klnault@santafenm.gov for signature  
2025-01-19 - 4:15:46 PM GMT
-  Email viewed by klnault@santafenm.gov  
2025-01-21 - 8:00:52 PM GMT- IP address: 104.47.64.254
-  Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault  
2025-01-21 - 8:01:43 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Kevin L. Nault (klnault@santafenm.gov)  
Signature Date: 2025-01-21 - 8:01:45 PM GMT - Time Source: server- IP address: 63.232.20.2



✔ Agreement completed.

2025-01-21 - 8:01:45 PM GMT



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State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
**5 Vendors**

Number: 30-00000-22-00007

Amendment No.: One

Term: November 16, 2022 – November 15, 2026

**Ship To:**  
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

Procurement Specialist: Kimberly A Hunt-Brown

Telephone No.: (505) 490-3152 KAHB

Email: [Kimberly.Hunt-Brown@gsd.nm.gov](mailto:Kimberly.Hunt-Brown@gsd.nm.gov)

**Invoice:**  
**As Requested at Time of Order**

Title: **Pest Control Services**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 16, 2024 to November 15, 2026 at the same price, terms and conditions.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Natalie Martinez*

Date: 11/5/2024

Dorothy Mendonca  
New Mexico State Purchasing Agent

**x This Agreement was signed on behalf of the State Purchasing Agent**

**Certificate Of Completion**

Envelope Id: 94C963E2DBDB4641881E70922C4FF00D

Status: Completed

Subject: 30-00000-22-00007 Pest Control Services A001 FINAL

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Kimberly A Hunt-Brown

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

Kimberly.Hunt-Brown@gsd.nm.gov

IP Address: 164.64.62.10

**Record Tracking**

Status: Original

Holder: Kimberly A Hunt-Brown

Location: DocuSign

11/5/2024 12:05:45 PM

Kimberly.Hunt-Brown@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: DocuSign

**Signer Events****Signature****Timestamp**

Vanessa LeBlanc

Vanessa.LeBlanc@gsd.nm.gov

Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication  
(None), Login with SSO

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 11/5/2024 12:08:42 PM

Viewed: 11/5/2024 12:17:34 PM

Signed: 11/5/2024 12:17:40 PM

**Electronic Record and Signature Disclosure:**

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Kimberly A Hunt-Brown

kimberly.hunt-brown@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 11/5/2024 12:17:41 PM

Viewed: 11/5/2024 1:56:37 PM

Signed: 11/5/2024 1:56:40 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

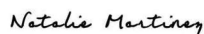
Natalie Martinez

natalie.martinez1@gsd.nm.gov

Deputy Director

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.205.227.79

Sent: 11/5/2024 1:56:42 PM

Viewed: 11/5/2024 2:12:32 PM

Signed: 11/5/2024 2:13:17 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	11/5/2024 12:08:42 PM
Certified Delivered	Security Checked	11/5/2024 2:12:32 PM
Signing Complete	Security Checked	11/5/2024 2:13:17 PM
Completed	Security Checked	11/5/2024 2:13:17 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

## **B. Obtaining paper copies**

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

## **C. Withdrawing your consent**

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

## **D. Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

## **E. All notices and disclosures will be sent to you electronically**

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

## **F. How to contact GSD:**

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

## **G. To advise SPD of your new email address**

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of such request you must include your previous and new email addresses.

## **H. To request paper copies from SPD**

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## **I. To withdraw your consent with SPD**

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



# State of New Mexico General Services Department

## Statewide Price Agreement

**Awarded Vendor:**  
**5 Vendors - See Page 6**

Price Agreement Number: **30-00000-22-00007**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Page 6**

**Ship To:**  
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

Procurement Specialist: **Kimberly A Hunt-Brown**

Telephone No.: **(505) 490-3152** *KAHB*

Email: **[Kimberly.Hunt-Brown@gsd.nm.gov](mailto:Kimberly.Hunt-Brown@gsd.nm.gov)**

**Invoice:**  
**As Requested at Time of Order**

Title: **Pest Control Services**

Term: **November 16, 2022 – November 15, 2024**

**This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: 11/16/2022

New Mexico State Purchasing Agent

**x This Agreement was signed on behalf of the State Purchasing Agent**

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 30-00000-22-00007

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**Terms and Conditions**

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 30-00000-22-00007

Page-3

of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

### New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 30-00000-22-00007

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Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

### **Statewide Price Agreement**

#### **Article I – Statement of Work**

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user 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 items and/or services in accordance with the articles contained hereunder for the quantity of each order.

#### **Article II – Term**

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

#### **Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

#### **Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; the Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

#### **Article V – Termination**

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 30-00000-22-00007

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Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 30-00000-22-00007

**Awarded Vendors:**

**(AA) 0000162320**

Joshua Urban  
dba: Bosque Pest Control, LLC  
82 Acosta Lane  
Bernalillo NM 87004  
505-697-1776  
[joshurban0621@gmail.com](mailto:joshurban0621@gmail.com)

**Payment Term:** Net 30

**Delivery:** We will provide the best service we can, we are a small local business that is trying to make our name stand out from the rest.

**Contact Person:** Joshua Urban, Owner

**(AB) 0000052904**

Bugman, Inc.  
P.O. Box 6699  
Santa Fe, NM 87502  
505-455-3832  
[bugmannm@gmail.com](mailto:bugmannm@gmail.com)

**Payment Term:** Net 30

**Delivery:** 2873 Trades West Rd Santa Fe, NM 87507

**Contact Person:** Roman Valdez, President

**(AC) 0000169813**

KCSR, Inc.  
dba: Pestmaster Services of Tucson  
245 S Plumer Avenue, Suite 33  
Tucson AZ 85719  
520-373-3261  
[katcartwright99@yahoo.com](mailto:katcartwright99@yahoo.com)

**Payment Term:** Net 30 (1% 20 Net 30)

**Delivery:** Immediately upon award of contract

**Contact Person:** Kat Cartwright, President

**(AD) 0000169884**

Kyle Parker  
dba: Parker Pest Services, LLC  
P.O. Box 29561  
Santa Fe NM 87592  
505-401-9380  
[info@parkerpestcontrolservices.com](mailto:info@parkerpestcontrolservices.com)

**Payment Term:** Net 30

**Delivery:** Parker Pest Services, P.O. Box 29561, Santa Fe, NM 87592

**Contact Person:** Kyle Parker, Owner

**(AE) 0000097164**

Timothy S. Blevins  
dba: Rocky Mountain Pest Control, LLC  
P.O. Box 751  
Springer, NM 87505  
505-471-2534  
[kayegoodyear@hotmail.com](mailto:kayegoodyear@hotmail.com)  
[timothyblevins@hotmail.com](mailto:timothyblevins@hotmail.com)

**Payment Term:** Net 30

**Delivery:** P.O. Box 751, Springer, NM 87505

**Contact Person:** Kaye Goodyear, Commercial Applicator

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**Specifications:**

The State of New Mexico wishes to establish a Statewide Price Agreement for Pest Control Services in and around facilities and establishments to control and exterminate pests, by certified and/or licensed contractors. Pest Control Services shall include, but not be limited to: removal, prevention, disposal, relocation, and control of pests commonly encountered in facilities and establishments. Treatment area shall include within two (2) feet of the exterior of the structure(s), parking areas and sidewalk/walkway areas, and all interior areas, upon request of customer.

All state agencies, local public bodies, state political subdivisions, and other state entities allowed by law (referred to herein as "user agency" or "State"), may procure from this Price Agreement.

**Term:**

The term of this Price Agreement shall be for two (2) years from date of award, with options to extend for three (3) additional two (2) year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed eight (8) years.

**Tax Note:**

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by Utilizing Entity.

**Bidding Information:**

The conditions and specifications set out in this ITB are inseparable and indivisible. Any Bidder, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the ITB, and all other documents required to be submitted, shall be submitted by the Bidder in their bid package. Failure to do so, or any attempt to vary or change the conditions or specifications of this ITB shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the vendor providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs.

Any Awarded Vendor shall be considered an independent Contractor and not an employee of the State of New Mexico. The Agency shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

**Brand Name or Equal:**

This ITB does not require a specific name brand to be used or furnished in fulfillment of the requirements stated in this ITB. Any use of a name brand in this ITB is only for establishing a standard of comparison in performance or manufacture, and may not be used to restrict competition. Bidders may offer name brand or an equivalent to the name brand.

**Escalation/Reduction Clause:**

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted. No***

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price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

**Method of Award:**

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Determination for award shall be based upon the lowest total cost of all items listed and the bidder's abilities to meet the "minimum" and "submittal" requirements of the Invitation to Bid. This may be a multiple award contract.

**Payment Provisions:**

The Awarded Vendor(s) shall invoice the customer agency/entity within 15 days of completion of the job using the prices quoted herein as awarded, or as issued in amendments to the award, for the goods and/or services provided. Such awarded or amended prices include any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary and as allowed in this ITB to complete the service or goods provided.

If the customer agency/entity finds that the services are not acceptable, it shall, within thirty (30) days following receipt from the Awarded Vendor of the invoice requesting payment, provide to the Awarded Vendor a letter of exception explaining the defect or objection to the services, along with the details of how the Awarded Vendor may proceed to provide remedial action.

Final payment shall be made within thirty (30) days after the work has been approved and accepted. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

**Hold Harmless Clause:**

Contractor shall indemnify and hold harmless the State, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

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**Minimum Specifications:**

- A. The Awarded Vendor(s) shall eliminate or successfully Prevent and control pest problem:
1. Provide all labor, materials, and equipment necessary to conduct pest/rodent control services inside and outside all buildings identified by the customer.
- B. The Awarded Vendor(s) shall also include removal and clean-up of any type of pest feces, urine, or other bodily wastes, as well as any nesting materials and structures that might be present.
- C. The Awarded Vendor(s) shall adhere to the following minimum standards and regulations, as appropriate to both the task and the facility where they are performing the task:
- New Mexico Pesticide Control Act (NMPCA) –Chapter 76, Article 4, Sections 1 through 39 [New Mexico Statutes Annotated (NMSA) 1978, 76-4-1 to 39]
  - Regulatory Order No. 4 – Regulatory Orders of the Board of Regents of New Mexico State University (NMSU), New Mexico Administrative Code (NMAC) 21.18-19; applies to jobs requested by NMSU and/or for NMSU facilities and buildings
  - Regulatory Order No. 5 – Definitions, Licensing, Equipment Inspections, Record Keeping of Pesticides by Regulated Applicators. (NMAC 21)
  - Regulatory Order No. 7 – Establishes Financial Responsibility of Commercial Applicators (NMAC 21)
  - New Mexico Department of Agriculture (NMDA) Rule No. 89-2 – Restricted Use Pesticides (NMAC 21.17.56)
  - 29 Code of Federal Regulations (CFR) Part 1910, Occupational Safety and Health Administration (OSHA)
  - Manufacturer’s Material Safety Data Sheets (MSDS) for the pertinent chemicals being used for the job
  - Any and all Specifications/Requirements pertaining to the Scope of Work defined in this ITB for Pest Control Services.

**Note:** Awarded Vendors who need any documents from the list above should request the applicable documents from the user agency requesting the work.

- D. The Awarded Vendor(s) may be required to work with both state and federal authorities when or if needed for larger species, when species are protected, or when the species may pose a threat to the general public. Disposal of carcasses shall adhere to the NMDA regulations and policies.
- E. The Awarded Vendor(s) shall be licensed in the State of New Mexico for pesticide control application.
1. Licensed pest control Awarded Vendor(s) shall conduct pest control operations when pests threaten personnel health and safety of federal or state property.
  2. Internal services shall include, but will not be limited to, all-work areas, office, storage areas, mechanical areas, bathrooms, parking lots etc.
  3. External services shall include, but will not be limited to:
    - Spraying;
    - Dusting;
    - Dispersing granules;
    - Setting bait boxes, traps, and live traps around the perimeter of the buildings and external openings of the facility. Live traps shall be inspected within 48 hours of placement and shall continue until directed by customer to remove, or following capture and appropriate release or euthanasia of pest.
- F. The Awarded Vendor(s) is responsible for the safety and health of their employees, and shall comply with OSHA personnel safety regulations for workers. The Awarded Vendor(s) shall provide all personal protective equipment, pumps, hoses, extension cords, tools, or other supplies to perform the necessary pest control management service at each site.

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- G. The Awarded Vendor(s) shall be required to carry liability insurance for the duration of this contract, and shall provide proof of such insurance to the user agency when requested. Failure to provide proof of liability insurance shall be just cause for immediate termination of this contract.
- H. Awarded Vendor(s) shall provide a copy of all valid permits and licenses required to legally perform requested services in the State of New Mexico, at the request of the user agency. Employees must carry proof of licensure at all times while providing services. Copies of current permits and licenses shall be submitted as part of the ITB response by the Bidder, prior to the closing date and time of the ITB, and should be submitted to the requestor when furnishing a quotation if such permits have been requested.
- I. Awarded Vendor(s) agree to comply with all state laws and rules pertaining to Worker's Compensation Insurance Coverage for its employees. If the Awarded Vendor(s) fails to comply with the Worker's Compensation Act and applicable rules when required to do so, their contract may be cancelled immediately.
- J. The Awarded Vendor(s) shall warranty the pest management application will be effective in removing or controlling the infestation. Bidders shall submit the terms of their warranty along with their bid.

**\*\*\* End of Specifications \*\*\***

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Item	Approx. Qty.	UOM	Article and Description	Vendor and Unit Price
1	1	HR – Hour	Hourly rate for extermination/pest control services (during normal business hours at the facility/site).	(AA) \$50.00 (AB) \$80.00 (AC) \$125.00 (AD) \$105.00 (AE) \$65.00
			<b>Vendor (AB):</b> Item 1, price per technician.	
2	1	HR – Hour	Hourly rate for extermination/pest control services (other than normal business hours at the facility/site; e.g., evenings, weekends, holidays).	(AA) \$75.00 (AB) \$160.00 (AC) \$185.00 (AD) \$155.00 (AE) \$90.00
			<b>Vendor (AB):</b> price per technician.	
3	1	HR – Hour	Hourly rate for on-call extermination/pest control services (for any immediate or urgent need).	(AA) \$105.00 (AB) \$220.00 (AC) \$285.00 (AD) \$185.00 (AE) \$90.00
			<b>Vendor (AB):</b> price per technician.	
4	1	SF – Sq. Ft.	Pigeon-Proofing – <b>Cost per square foot.</b>	(AA) \$16.00 (AB) \$2.00 (AC) \$5.00 (AD) \$5.00 (AE) \$0.99
			<b>Vendor (AC):</b> plus labor. <b>Vendor (AD):</b> applies to netting only.	
5	1	HR – Hour	Hourly Rate for pigeon feces removal.	(AA) \$36.00 (AB) \$100.00 (AC) \$150.00 (AD) \$90.00 (AE) \$90.00
			<b>Vendor (AA):</b> \$50.00, plus rental fee. <b>Vendor (AB):</b> price per technician.	
6	1	SF – Sq. Ft.	Rodent-Proofing – <b>Cost per square foot.</b>	(AA) \$20.00 (AB) \$1.00 (AC) \$3.50 (plus labor) (AD) NA (AE) \$0.99
			<b>Vendor (AC):</b> \$50.00, plus rental fee. <b>Vendor (AD):</b> Rodent proofing to be charged by hour.	

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Item	Approx. Qty.	UOM	Article and Description	Vendor and Unit Price
7	1	HR – Hour	Hourly Rate for specialized equipment used in pigeon-proofing and rodent-proofing jobs.	(AA) \$120.00 (AB) \$300.00 (AC) \$75.00 (AD) \$195.00 (AE) \$120.00
			<b>Vendor (AD):</b> Lift equipment or scaffolding may be needed.	
8	1	MILE – Mile	Mileage Rate – Mileage to be paid one way, per service vehicle required, on a per-mile basis as measured from the Awarded Vendor's office/shop to the requested job site, and as based on mapquest.com.	(AA) \$2.50 (AB) \$1.00 (AC) \$0.48 (AD) \$0.75 (AE) \$0.99
9	1	% – Percent	Discount percentage off all parts and materials.	(AB) 0% (AC) 0% (AD) 10% (AE) 15%
<p><b>Vendor (AC): Additional Pricing Notes/Comments:</b> Pestmaster will provide all labor, equipment, transportation, insurance, and material costs for pest control per the Scope of Work. Not all pests can be included in the pricing herein because (a) it is unknown whether any of these pests will actually be an issue during the term of the contract and (b) the cost of treating these pests depends entirely upon the severity, difficulty, and/or danger involved in such treatment. While Pestmaster does perform inspections at no additional charge for all of these pests during each monthly service, in the event treatment for any of the pests listed below is necessary, it will require a separate price quote and purchase order.</p> <ul style="list-style-type: none"> <li>- Bees/Wasps (Note: Small exterior nests/hives are included in the above monthly service price. Only large exterior nests or any interior nests are excluded from the monthly pricing.)</li> <li>- Bed Bugs</li> <li>- Termites</li> <li>- German Roaches</li> <li>- Burrowing Rodents (gophers, squirrels, etc.)</li> </ul>				

\*\*\* 9 Items Awarded \*\*\*

**Certificate Of Completion**

Envelope Id: E8D7092CBE304DFEBDC8DE9A0F8034B2

Status: Completed

Subject: 30-00000-22-00007 Pest Control Services - AWARD FINAL

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Kimberly A Hunt-Brown

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

Kimberly.Hunt-Brown@gsd.nm.gov

IP Address: 96.19.48.96

**Record Tracking**

Status: Original

Holder: Kimberly A Hunt-Brown

Location: DocuSign

11/16/2022 3:57:05 PM

Kimberly.Hunt-Brown@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

**Signer Events****Signature****Timestamp**

Natalie Martinez

natalie.martinez1@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

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Viewed: 11/16/2022 4:50:37 PM

Signed: 11/16/2022 4:50:45 PM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kimberly A Hunt-Brown

kimberly.hunt-brown@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

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Viewed: 11/16/2022 4:55:06 PM

Signed: 11/16/2022 4:55:13 PM

Signature Adoption: Pre-selected Style

Using IP Address: 96.19.48.96

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Valerie Paulk

valerie.paulk@gsd.nm.gov

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

Sent: 11/16/2022 4:55:16 PM

Viewed: 11/16/2022 5:01:53 PM

Signed: 11/16/2022 5:08:51 PM

Signature Adoption: Pre-selected Style

Using IP Address: 67.0.199.234

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	11/16/2022 3:59:21 PM
Certified Delivered	Security Checked	11/16/2022 5:01:53 PM
Signing Complete	Security Checked	11/16/2022 5:08:51 PM
Completed	Security Checked	11/16/2022 5:08:51 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

## **B. Obtaining paper copies**

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

## **C. Withdrawing your consent**

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

## **D. Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

## **E. All notices and disclosures will be sent to you electronically**

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

## **F. How to contact GSD:**

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

## **G. To advise SPD of your new email address**

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of such request you must include your previous and new email addresses.

## **H. To request paper copies from SPD**

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## **I. To withdraw your consent with SPD**

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



# MARKEL INSURANCE COMPANY

## COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

POLICY NUMBER: P0616707-03

RENEWAL OF NUMBER: P0616707-02

Named Insured And Mailing Address (No., Street, Town or City, County, State, Zip Code)

Parker Pest Services, LLC  
6564 Sandoz St  
Cochiti Lake, NM 87023

Policy Period: From 01/04/2024 To 01/04/2025, at 12:01 A.M. Standard Time at your mailing address shown above

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

### Limits Of Insurance

General Aggregate Limit (Other Than Products-Completed Operations)	\$	<u>\$2,000,000</u>	
Products-Completed Operations Aggregate Limit	\$	<u>\$2,000,000</u>	
Personal And Advertising Injury Limit	\$	<u>\$1,000,000</u>	
Each Occurrence Limit	\$	<u>\$1,000,000</u>	
Damage To Premises Rented To You Limit	\$	<u>\$100,000</u>	Any One Premises
Medical Expense Limit	\$	<u>\$5,000</u>	Any One Person

### Retroactive Date (CG 00 02 Only) N/A In New York

This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: None  
(Enter Date Or "None" If No Retroactive Date applies)

### Business Description And Location Of Premises

Form Of Business: Limited Liability Company

Business Description: Pest Control Services

Location Of All Premises You Own, Rent Or Occupy:

**REFER TO "COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS"**

### Producer Number, Name And Mailing Address

98518  
Liberty Union Insurance Group, Inc.  
1347 19th Street  
Plano, TX 75074

**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [OVERLIE, SCOTT A.](#)  
**Cc:** [Purchasing\\_DET](#)  
**Subject:** RE: Determination for new contract  
**Date:** Monday, July 8 2024 3:56:02 PM  
**Attachments:** [image003.png](#)

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Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - [ereview@santafenm.gov](mailto:ereview@santafenm.gov)
  - Vehicles – [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)
  - Grants - [mtbonifer@santafenm.gov](mailto:mtbonifer@santafenm.gov); [cmthompson@santafenm.gov](mailto:cmthompson@santafenm.gov)
  - Facilities, Furniture, Fixture, Equipment - [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)
- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and documented [procedures/laws/rules](#) are followed. \_
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the

subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
  - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
  - <https://naspo.valuepoint.org/categories/>
  - <https://www.omniapartners.com/publicsector/contracts>
  - <https://www.buyboard.com/home.aspx>
  - <https://www.h-gac.com/Home>
  - <https://www.gsaelibrary.gsa.gov/>
  - <https://www.sourcewell-mn.gov/contract-search>
  
- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
  - And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>

Internal Link: [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1)



Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

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**From:** OVERLIE, SCOTT A. <saoverlie@santafenm.gov>

**Sent:** Monday, July 8, 2024 11:11 AM

**To:** Purchasing DET <purchasing\_det@santafenm.gov>

**Subject:** Determination for new contract

Good morning, I have included a scope of work below for a new contract determination. Thank you,  
Scott

Scott Overlie, Project Administrator  
City of Santa Fe Parks Division  
1142 Siler Road, Bldg. C  
Santa Fe, NM 87505  
505-231-6194



### **Scope of Work**

Services will include Pocket Gopher control at city parks and properties and routine structural rodent control at Parks structures. All work will be performed contingent on approval by the City IPM program manager.

### **Pocket Gophers**

- Gophers will be controlled using mechanical traps. An example would be Gophinator traps.
- Traps will be clearly marked and checked within 48 hours to deter scavengers.
- Gophers will be removed from the trap site and disposed of properly. IE, trash or donated to raptor center.
- Parker Pest Control will monitor trapping sites at minimum twice a month and continue trapping until gopher activity has ceased.
- Documentation with time stamped photographs is required.

## **Structural rodent control**

- Structural rodents will be controlled through mechanical means.
- Rodenticides are banned on city properties and would need an exemption at the discretion of the City Integrated Pest Management Program Manager.

### **Exterior:**

- Place exterior trapping stations and monitor at minimum once monthly.
- Exterior bait stations may be used at the discretion of the city IPM program manager, pursuant that rodent populations are above an action threshold of five mice or one rat per month.
- If a rodenticide is applied, it will conform to city of Santa Fe, policy 10-7 - INTEGRATED PEST MANAGEMENT PROGRAM FOR CITY PROPERTY, and as such be reduced risk, clearly labeled and used within an integrated pest management system.

### **Interior:**

- Interior trapping will occur on an “as needed” basis, controls methods will be with snap traps, either hooded or open, depending on situation. IE, if the trapping site could be disturbed by humans or other animals, then a hooded trap should be used.
- Rodent-Proofing to secure buildings will also occur.

**From:** [Joseph Perez](#)  
**To:** [OVERLIE, SCOTT A.](#)  
**Subject:** Re: City of Santa Fe Opportunity for pest control  
**Date:** Monday, July 8, 2024 11:54:31 AM  
**Attachments:** [image001.png](#)  
[image001.png](#)

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We will respectfully decline this opportunity

Kind regards

On Mon, Jul 8, 2024, 11:12 AM OVERLIE, SCOTT A. <[saoverlie@santafenm.gov](mailto:saoverlie@santafenm.gov)> wrote:

Good morning Mr. Perez, I have included a scope of work below for a work opportunity here at the city. Please let me know if you have any questions. Thank you, Scott

Scott Overlie, Project Administrator

City of Santa Fe Parks Division

1142 Siler Road, Bldg. C

Santa Fe, NM 87505

505-231-6194

Parks and Open Space - 2023 Logo - Print



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**Signature:** *RYAN PITCHER*

**Email:** rspitcher@santafenm.gov

**Signature:** *Melissa McDonald*

**Email:** mamcdonald@santafenm.gov