



CATRON COUNTY INVITATION TO BID Bid No. 2019-07-01

PEST and RODENT CONTROL FOR COUNTY BUILDINGS

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**ADVERTISEMENT FOR BIDS
INVITATION TO BID ITB #2019-07-01
PEST and RODENT CONTROL**

Catron County is requesting sealed bids for pest and rodent control for all County buildings ro located throughout the County of Catron.

Bids may be held for ninety (90) days subject to all action by the County. Catron County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the ITB title and number along with the Offeror's name and address clearly marked on the outside of the container. **All bids must be received by the deadline of 3:30 pm (Mountain Time) on Thursday, August 1, 2019** at the Catron County Manager's Office, 100 Main St., P.O. Box 507, Reserve, New Mexico 87830 at which time and place the bid opening will start.

By submitting a bid for the requested services/items each Bidder is certifying that its bid complies with regulations and requirements stated within the Invitation to Bid.

ANY BID PACKAGE RECEIVED BY THE COUNTY AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY CATRON COUNTY.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Bidders will receive consideration of contract(s) without regard to race, color, religion, sex or national origin. Invitation for Bid packages will be available by contacting Becky Beebe, Catron County Procurement Officer at 100 Main St., Reserve, NM 87830, by telephone at (575) 533-6423, or on our website at www.catroncounty.us.

INTRODUCTION

1. Purpose of this Invitation to Bid

The County of Catron (hereinafter the “County”), seeks sealed bids from qualified companies, properly registered and licensed to do business in the State of New Mexico, to provide pest and rodent control services to the County.

2. Summary Scope of Work

The scope of work consists of providing regular services that comply with the cited specifications or, if no specifications are cited, with commonly accepted standards and specifications for the industry.

3. Scope of Procurement

The scope of the procurement consists of identifying one company for each of the three districts within Catron County that can provide the services described herein. Bidders are not required to bid on all three districts. Bidders can bid on one, two, or three districts.

4. Procurement Manager

The County of Catron has designated a Procurement Officer who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. Bidders may contact ONLY the Chief Procurement Officer regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Catron:

Becky Beebe
Chief Procurement Officer

Delivery Address: 100 Main Street, Reserve, NM 87830	Mailing Address: P.O. Box 507, Reserve, NM 87830
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Phone: (575) 533-6424

Fax: (575) 533-6433

E-mail: becky.beebe@catroncountynm.gov

NOTE: All deliveries via express carrier (INCLUDING SEALED BID DELIVERY) should be addressed to Becky Beebe at the Delivery Address, above.

5. Procurement Library

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<http://www.nmonesource.com/nmnxtadmin/NMPublic.aspx>

- Catron County Procurement Policy: Resolution 004-2014

<http://www.catroncounty.us/filelibrary>

- New Mexico Veterans/In-State Preference

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

BID INSTRUCTIONS

1. All bids must be submitted on the "Bid Form" provided herein on pages 16 thru 19 of this Invitation to Bid (ITB).
2. All bids must be received no later than **3:30 pm (Mountain Time) on Thursday, August 1, 2019** at the Catron County Manager's Office, 100 Main St., Reserve, New Mexico.
3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, ITB 2019-07-01: PEST AND RODENT CONTROL**. Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Filing time marked or stamped on the sealed envelope or container by Catron County shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified in the "Advertisement for Bids" on Page 3 of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink legibly written or typed. In case of discrepancy, amounts stated in words shall govern.
7. Acknowledgement of Receipt Form
Interested bidders should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See "Appendix A") to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **July 18, 2019**.

The procurement distribution list will be used for the distribution of written responses to questions and any ITB amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the ITB, and the potential offeror's organization name shall not appear on the distribution list.

8. Campaign Disclosure Form

Bidders must complete and submit with their bid the Campaign Disclosure Form Appendix B".

GENERAL TERMS & CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids

may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the Bidders authorized representative or agent. Resubmission of the modified bid must be received within the specified time of bid opening in order to be considered.

2. **Notification of Award:** The successful Bidder(s) shall be notified in writing within five (5) working days of contract award. The successful Bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Scope of Work, Specifications or supplemental agreement, if applicable, prepared by Catron County.
3. **Payment Terms:** All successful Bidders for items/services bid shall be subject to the terms of net thirty (30) days after receipt of the firm's proper and acceptable invoice(s) by Catron County.
4. **Applicable Taxes:** Bid prices offered by interested bidders are not to include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. The County agrees to pay all applicable taxes where required. Catron County is exempt from paying taxes on supplies and goods. The awarded Bidder(s) may request a non-taxable transaction certificate (NTTC) from the Purchasing Office.
5. **Estimated Quantities:** All Bidders understand that any quantities stated in this ITB are estimated quantities and those actual quantities for the term of the contractor purchase may vary. Catron County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this ITB are contingent upon available appropriated funding.
6. **Invoice Requirements;** The awarded Contractor(s) invoice shall be submitted in duplicate duly certified and contain at a minimum the following information to be acceptable to the County.
 - Purchase order number - ITB number
 - Invoice number
 - Unit/Hourly prices with extended totals, if applicable
 - Complete descriptions of goods and/or services rendered
 - Separate invoices shall be issued for each completed shipment, project or phase as determined in any previous order for such goods and/or services.
7. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the awarded Contractor(s) fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded Contractor(s) liable for any excess costs associated with the contractor's default. The awarded Contractor(s) shall not be liable for any excess costs if failure to perform is

due to causes beyond the control and shall not be the fault of negligence of the contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County can determine that the goods or services to be supplied by the subcontractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.

8. **Bidders Certification:** In submitting a bid, the Bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this ITB by the County.

9. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).

10. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.

11. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with Bidders and to accept the offer it deems to be in the best interest of Catron County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.

12. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and to function as indicated in these specifications. The awarded contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED

13. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any Bidder orally. Each request for interpretations shall be in writing addressed to Becky Beebe, Chief Procurement Officer, P.O. Box 507, Reserve, NM, 87830 or via fax at (575) 533-6433 and to be given consideration must be received at least five (5) working days prior to the date fixed for the receipt of bids.

14. **Communication:** Direct communication with the County technical representative or government sponsor of the requirement, other than through the aforementioned individual may result in the elimination of the bidder's offer from consideration.

15. **ITB Corrections:** Any and all interpretations and supplemental instructions will be in the form of written addenda to the ITB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for modification and resubmission of bids. Failure of any bidding firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

16. **Resident Business Preference:** The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Bidders who have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Offeror must submit a copy of their preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Bidder for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf>

17. **Resident Veterans Preference:** Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. Please note Appendix C.

The preference will be provided to those Bidders that provide Appendix C (completed and signed) and a valid Resident Veterans Preference Certificate.

SUPPLEMENTAL TERMS & CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Catron County. The County reserves the right to accept some minor variances in the approved goods and/or services offered by the bidders if such acceptance is determined to be in the best interest of the County.

2. **Qualified Bidders:** Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide responsive service to the County. Bidders must possess a current business license. Bidders must be in a position to offer the lowest cost/highest effectiveness; completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually

supplied by the Bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All Bidders shall include references from three (3) or more places of business that these items were sold to.

3. **Inspection of Work (If Applicable):** Representatives of the County of Catron shall have access, at any reasonable time, to the Bidder's facilities for the purposes of inspection during the agreement period, to inspect the recording facility during its normal working hours. The costs associated with such inspection trips shall be borne by the County.

4. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the County or conclusive, should it subsequently develop the Bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the County shall have the right, notwithstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

5. **Order of Preference:** In the event of conflict between the Bid Instructions and General Terms and Conditions and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design (if applicable).

6. **Contract Terms and Conditions:** The contract between the County and the selected contractor will include this Invitation to Bid, its General Terms and Conditions, its Supplemental Terms and Conditions and the subsequent purchase order for the desired goods and or services. Should a Bidder object to any of the County's terms and conditions, as contained in this Invitation to Bid, that bidder must propose specific alternative language. The County may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Successful bidder(s) will be required to contact designated individuals concerning the scheduling of services at facilities.

7. **Method of Award:** The item(s) or services will be awarded to the lowest Responsible Bidder(s) meeting or exceeding the minimum required specifications for those items deemed to be in the best interest of the County.

SPECIFICATIONS

This section details the minimum requirements and specifications for products or services sought by the County.

TABLE of COUNTY BUILDINGS

District 1:	
NAME	ADDRESS/LOCATION
Coyote Creek Fire Department	13 Benita Drive, Escudilla Benita Subdivision, Quemado
Red Hill/Quemado Fire Substation	77 Heap Ranch Road, Red Hill, Quemado
Quemado Fire Main Station (2 buildings)	23 Lopez Street, Quemado
Quemado Community Center	27 Lopez Street, Quemado
Quemado Ambulance	25 Lopez Street, Quemado
Quemado Road Yard/District 1	19 Second Street, Quemado
Pie Town Fire Station	5 Custard Junction, Pie Town
Pie Town Community Center	6 Beanery Row, Pie Town
Wild Horse Fire Station (3 buildings)	7 Round Up Road, Wild Horse Subdivision, Pie Town
Datil Fire Station	16 Old State Road 60, Datil
Datil Ambulance	16 Old State Road 60, Datil
Horse Mountain Fire Station (2 buildings)	9 Frontier Trail, Horse Mountain Substation, Datil

District 2:	
NAME	ADDRESS/LOCATION
Aragon/Cruzville, Apache Creek, Aragon Fire Substation	Hwy 12, Aragon
Cruzville, Apache Creek, Aragon Fire Main Station	17 Fire House Road, Apache Creek
Reserve Medical Clinic/PMS	1 Foster Drive, Reserve
Medical Resource Building	1 Foster Drive, Reserve
Reserve Ambulance	1 Foster Drive, Reserve
DWI Building	1 Foster Drive, Reserve
Fire Administration Building	3 Mountaineer Road, Reserve
Reserve Community Center	37 Mountaineer Road, Reserve
Courthouse (2 buildings)	100 Main Street, Reserve
Reserve Road Yard/District 2	58 The Lane Road, Reserve
Fair Building/Fair Grounds	_____ The Lane Road, Reserve
Luna Fire & EMS Station	10 Adair Avenue, Luna
Luna Community Center	31 Luna Valley Drive, Luna

District 3:	
NAME	ADDRESS/LOCATION
Glenwood Fire & EMS Station	4 Danny George Road, Glenwood
Glenwood Community Center	21 Menges Lane, Glenwood
Glenwood Library	19 Menges Lane, Glenwood
Glenwood Road Yard/District	43 Catron County Yard Road, Glenwood

Catron County requires and specifies that its buildings, listed above, receive regular, effective, safe, pest and rodent (specifically mouse), control services that are compatible with industry standards and all applicable environmental regulations.

**2019-07-01: PEST CONTROL
BID FORM**

Catron County is currently requesting sealed bids for the provision of regular pest and rodent control services as specified herein.

From: _____
Name of Bidder

City, State & Zip

Responding to Invitation for Bid No. 2019-07-01 due not later than 3:30 pm, Thursday, August 1, 2019, the undersigned Bidder agrees to furnish and deliver the following service(s) per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

District 1: \$ _____ per month for all buildings (See Specifications Table), excluding tax.

District 2: \$ _____ per month for all buildings (See Specifications Table), excluding tax.

District 3: \$ _____ per month for all buildings (See Specifications Table), excluding tax.

The contract is to be effective from date of execution to a period of 12-months from the effective date, and is renewable annually for a total of up to three (3) additional years.

**Catron County
Invitation for Bid**

#2019-07-01

Date: _____

To: Catron County Procurement Officer
Becky Beebe
100 Main St.
Reserve, NM 87830

From: _____

Address: _____

Having read the Catron County Bid Instructions, General Terms and Conditions, Supplemental Terms and Conditions and examined the specification sheet(s) for the Invitation to Bid reference #2019-07-01 hereby submit the attached firm bid, which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

PEST CONTROL SERVICES

Signature: _____

F.O.B. Point: Destination

Name Typed or Printed

Delivery Date: _____

Title

Firm Name

New Mexico Business Preference No. _____
(certificate attached)

Telephone and Fax Number

**APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM**

Pest and Rodent Control Services
ITB# 2019-07-01

An Acknowledgement of Receipt Form should be signed and submitted to the Procurement Division (see contact information below). Only Bidders who elect to return this completed form with the intention of submitting a bid, will receive copies of County's written responses as well as ITB Addenda, if any are issued.

BIDDER: _____

REPRESENTED BY: _____

TITLE: PHONE NO: _____

E-MAIL: FAX NO: _____

ADDRESS: _____

CITY: - STATE: ZIP CODE: _____

SIGNATURE: _____ **DATE:** _____

The above name and address will be used for all correspondence related to the ITB. Bidder does / does not (CIRCLE ONE) intend to respond to this ITB.

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

"Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: _____

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)
(Attach extra pages if necessary) _____

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C
RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

APPENDIX D
SAMPLE AGREEMENT FOR PEST AND RODENT CONTROL SERVICES

CATRON COUNTY

INVITATION FOR BID #2019-07-01

THIS AGREEMENT (“Agreement”) is made and entered into by and between the County of Catron, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide pest and rodent control services to the County on a regular basis, consistent with the Specifications set out in the IFB and including all County buildings therein specified.

2. Compensation.

All payments under this Agreement are subject to the following provisions:

a. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the County shall determine if the products or services provided comply with the Purchase Order and any specifications contained therein. No payment shall be made for any product or service until the product or service has been accepted in writing by the County. Unless otherwise agreed upon between County and the Contractor, within fifteen (15) calendar days from the date the County receives written notice (Contractor's Invoice) from the Contractor that payment is requested for products or services, the County shall issue a written certification to the Contractor of complete or partial acceptance or rejection of the products or services.

b. Rejection - Unless the County gives notice of rejection within the fifteen (15) calendar day acceptance period, the product or service will be deemed to have been accepted. If the product or service is deemed unacceptable within the fifteen (15) calendar day acceptance period the County shall notify the Contractor of the rejection and the reason for the rejection. Upon rejection and notification of the reason for rejection, the Contractor shall have ten (10) calendar days to cure unless a different cure period is agreed to in writing by both parties. At the end of such cure period, the County will again determine whether the product or service is acceptable and provide written notice within fifteen (15) calendar days of receipt of the corrected product or service. If the product or service is once again deemed unacceptable and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action

acceptable to the County if such a remediation plan is requested by the County. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the products or services under the terms of this Agreement and available at law or equity. In the event that a product or service must be resubmitted more than twice for Acceptance, the Contractor may be deemed as in breach of the Purchase Order, at the sole discretion of the County. The County may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Agency may terminate the Purchase Order.

c. Compensation - The approved maximum prices to be paid for products and services rendered are contained in the Bid.

d. Receipt of Invoice - All invoices must be received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date may not be paid at the sole discretion of the County.

e. Payment of Invoice - Upon certification by the County that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Payment will be made to the Contractor's designated mailing address.

f. Payment of Taxes - The Contractor shall be reimbursed by the County for applicable New Mexico gross receipts taxes or local option taxes for services rendered. Such taxes must be itemized separately on the invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

g. Invoices - Invoices shall be submitted to the County.

3. Term.

The term of this Agreement shall be for one (1) year from the date of approval by the Purchasing Agent and the Catron County Board of County Commissioners. Unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations), this Agreement shall automatically renew, on an annual basis, for up to three (3) additional years. Under no circumstances shall the term of this Agreement, including all extensions and renewals thereto, exceed four (4) years.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination,

if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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 Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement and any Purchase Orders are contingent upon sufficient appropriations and authorization being made by the governing body of the County for performance pursuant to this Agreement. Notwithstanding any language to the contrary in this Agreement or in any Purchase Order or other document, a County may terminate its obligation under a Purchase Order if sufficient appropriations and authorization are not made by the governing body of the County to pay amounts due. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding. However, the County agree not to use insufficient appropriations as a means of terminating a Purchase Order in order to acquire functionally equivalent products or services from a third party.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Catron. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Catron as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County any obligation not assumed herein by the County, unless

the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

Subcontracting is allowed under this Agreement. However, no such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

The Contractor, upon final payment of the amount due under a Purchase Order, releases the County, from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Catron and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this

Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement 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 Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement 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 County proposes an amendment to the Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

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 illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Seventh Judicial District, Catron County. By execution of this Agreement, 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 Agreement.

18. 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 Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect

and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The County shall be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the County, the legal counsel of the County of Catron, and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement 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.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Limit of Liability.

The contractor's liability to the County 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 claim at issue. The foregoing limitation does not apply to the paragraphs entitled "Indemnification" and "Patent, Copyright, Trademark and Trade Secret Indemnification" of this agreement or to damages resulting from personal injury caused by the contractor's negligence. In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

27. Succession.

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

28. Force Majeure.

A party shall be excused from performance under this agreement 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.

29. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

30. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Catron County Manager, if the amount of the contract is \$10,000.00 or less, further, that the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

31. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

32. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

33. Incorporation and Order of Precedence.

ITB № 2017-04-01 and the contractor's bid are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Invitation to Bid;

34. Notices.

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

To the County: Bill Green, County Manager, PO Box 507, Reserve, NM 87830

To the Contractor: [insert name, address, telephone & email].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature of all parties.

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

Address: _____

CATRON COUNTY

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CATRON

Glyn Griffin, Chairman

Anita A. Hand, Vice Chair

Van J. "Bucky" Allred, Member

ATTEST:

M. Keith Riddle, County Clerk

By: _____
COUNTY MANAGER

Date: _____