

Pricing Agreement # 201702020-F(A)

New Mexico State University Pricing Agreement for Goods and/or Services

This agreement effective this 1st day of July 2017 is entered into between the Regents of New Mexico State University, hereinafter referred to as "NMSU", and The Buggyman hereinafter referred to as "Contractor".

1. SERVICES AND/OR GOODS TO BE PROVIDED: Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. No funds are obligated under this Pricing Agreement. Funds are obligated by purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests. NMSU makes no guarantee as to the volume of goods which may be purchased under this Agreement. Prices are fixed for the first year of a Pricing Agreement. Thereafter, in the event of a product cost increase an escalation request will be reviewed by NMSU. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin. Contractor shall notify NMSU if a cost decrease occurs and will adjust pricing accordingly. NMSU shall review the request by Contractor for price escalation and determine whether or not to accept such a request. Such requests must be made at least ninety (90) days prior to the expiration of the current contract term.

2. PRICING AGREEMENT DOCUMENTS: The Agreement shall be comprised of this agreement document, its attachments and all document referenced herein. As applicable, the Agreement shall also include all Requests for Proposal or bid documents, including Contractor's response, Referenced Specifications and/or Scope of Work, Special Conditions, Technical Specifications, Purchase Order Terms and Conditions, and all negotiation records, which are incorporated herein and made a part of the Agreement. In instances where there exists a conflict between any of the Pricing Agreement described above, this Agreement plus attachments hereto, negotiation records, NMSU's solicitation documents, and Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

New Mexico State University Bid Number: 201702020-F
Contractors Proposal Dated: 5/30/17 Submitted by: David Allan
Other: _____

3. TERM: The period of performance for this Pricing Agreement shall commence 7/1/17 and end 6/30/18. Upon mutual consent this can be renewed for up to 7 one year periods.

4. COST AND PAYMENT: Contractor shall be paid for goods/services rendered satisfactorily per the negotiated fees and schedules incorporated hereto. All payment will be arrears. Payment shall be made per request upon receipt of a detailed invoice. The invoice submitted shall note the purchase order number and must be delivered to the Accounts Payable Department at the address noted on Purchase Order.

5. TAXES: NMSU is exempt from paying taxes on the acquisition of tangible personal property. Should any equipment provided or services rendered fall within a taxation category requiring New Mexico Gross Receipts Tax, as defined by the State of New Mexico Taxation and Revenue Department, Contractor shall be responsible for paying those taxes. Charges for any taxes shall be a separate line on all invoices.

6. REPORTING: Contractor shall have available to NMSU detailed records/reports documenting that Contractor is extending the agreed upon pricing for good(s) and/or service(s) requested by NMSU Departments. Contractors that repeatedly fail to extend the established agreed upon pricing may be given termination notice in accordance with Termination Clause (Section 13 of this agreement).

7. AUDIT: NMSU reserves the right to audit Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by NMSU personnel or a third party under contract with NMSU. NMSU shall give Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from NMSU, Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee NMSU's access to books and records of such party.

8. AMENDMENTS: This Pricing Agreement shall not be altered, changed, or amended except by written instrument signed by both parties.

9. ASSIGNMENTS: Contractor shall not assign nor delegate specific duties as part of this Pricing Agreement nor transfer any interest nor assign any claims for money due or to become due under this Pricing Agreement without the written consent of NMSU.

~~**10. PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Contractor is hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with Contractor. Contractual engagements accomplished under this provision shall be solely between Contractor and the contracting entity with no obligation by the Regents of New Mexico State University.~~

11. NON-APPROPRIATION: NMSU's obligation to make payment under the terms of this Pricing Agreement is contingent upon its appropriation of sufficient funds to make those payments. If NMSU does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to Contractor. NMSU determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

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

13. TERMINATION: Either party may terminate this contract as follows:

A. Termination by Contractor

(1.) Contractor may terminate this contract only if NMSU fails to comply with any provisions of this contract and after receiving notice of the noncompliance NMSU fails to cure the noncompliance within (10) ten days, or

(2.) By written mutual agreement between Contractor and NMSU.

B. Termination by NMSU

(1.) For Cause:

a. The occurrence of either one of the following events will justify termination for cause: Contractor's persistent failure to perform the work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment) or Contractor's violation in any substantial way of any provisions of this contract.

b. If either one of the events identified in above paragraph occur NMSU may, after giving Contractor (and the surety, if any) ten days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project cost incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

c. Where Contractor's services have been so terminated by NMSU, the termination will not affect any rights or remedies of NMSU against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by NMSU will not release Contractor from liability.

(2) For Convenience:

a. Upon ten days written notice to contractor, NMSU may, without cause and without prejudice to any other right or remedy of NMSU, elect to terminate the contract. In such case, Contractor shall be paid (without duplication of any items):

b. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,

c. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

d. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14. INDEMNIFICATION: Contractor shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless NMSU against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by Contractors' operation shall be repaired and/or restored to their original condition at Contractor's expense. Contractor shall at all times keep in force liability limits as outlined in Attachment A of this agreement. Failure to maintain current coverage in the amounts stated may result in termination of this agreement.

15. INDEPENDENT CONTRACTOR: Contractor is an independent contractor performing services for NMSU. Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of NMSU as a result of this procurement.

16. DEBARMENT OR SUSPENSION: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with NMSU and shall not be considered for award of the contract during the period for which it is debarred or suspended with NMSU

17. CONFLICT OF INTEREST: By signing this agreement, Contractor certifies that no relationship exists between Contractor and NMSU that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to NMSU.

18. GOVERNING LAW: This Agreement will be interpreted and governed by the laws of the State of New Mexico.

19. OTHER APPLICABLE LAWS: Any other provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

20. FEDERAL PURCHASES: If purchases are from a Federal Contract/Grant. The Federal Acquisition Regulations (FARS) apply and may be viewed at purchasing.nmsu.edu.

21. SEVERABILITY: If any provision of the resultant pricing agreement is found invalid or unenforceable, the remainder of the resultant sales agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

22. NON-DISCLOSURE: Vendor shall not disclose any information relating to students, and employees of NMSU other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless NMSU from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

REGENTS OF NEW MEXICO STATE UNIVERSITY

BY: [Signature] Date: 6/21/17

John Kuckens Buyer II

CONTRACTOR:

BY: [Signature] Date: 6/22/17

Printed Name: David N Allan Title: Owner

Business/Order Contact Information:

Name: Peggy Adams E-mail: maradams@msn.com

Phone: 575-527-4393 Fax: 575-527-4343

Website: bugyman.com

Cost Of Service

Treatment Sites				Standard Services (Includes Materials and Taxes)			
Building Name	Bldg #	Location	Type	Annual Inspection and Services	Quarterly Inspection and Service	Monthly Inspection and Service	Additional Inspection and Service
Corbett Center	285	General Building (Exterior)	Aux	\$230	\$140	-----	-----
	285	General Building (Interior)	Aux	\$0	\$541	-----	-----
Corbett Center	285	Taos Dining Area	Aux	\$305	-----	\$190	\$30
Corbett Center	285	Main Kitchen & Dish Room	Aux	\$421	-----	\$320	\$110
Corbett Center	285	Dry Storage	Aux	\$65	-----	\$80	\$20
Corbett Center	285	Outdoor Patio	Aux	\$40	-----	\$30	\$30
Corbett Center	285	3rd Floor Catering	Aux	\$85	-----	\$60	\$20
Corbett Center	285	Food Court	Aux	\$220	-----	\$140	\$25
Corbett Center	285	Einstein Area	Aux	\$55	-----	\$40	\$10
Corbett Center	285	Food Service Dock Area	Aux	\$0	-----	\$80	\$60
Corbett Center	285	Corner Store	Aux	\$0	\$45	-----	-----
Frenger Food Court	262	Entire Building	Aux	\$0	-----	\$260	\$0
Gerald Thomas	244	Aggie Grill	Aux	\$0	-----	\$35	\$0
Gerald Thomas	244	100 W Café	I&G	\$0	-----	\$85	\$0
Gerald Thomas	244	Gelato Sales	I&G	\$0	\$40	-----	-----
Fulton Center	596	Bistro (Main Area and Kitchen)	Aux	\$0	-----	\$120	\$0
O'Donnell Hall	287	Subway	Aux	\$0	-----	\$45	\$0
Health and Social Services	590	Canteen	Aux	\$0	-----	\$55	\$0
Barns and Noble	632	Entire Building	Aux	\$0	\$168	-----	-----
Barns and Noble	632	Panda Express	Aux	\$0	-----	\$55	\$0
Golf Course	597	Entire Building	Aux	\$0	\$103	-----	-----
Golf Course	597	Kitchen and Dining Room	Aux	\$0	-----	\$49	\$0
Tejada	245	Food Preparation Kitchen & Aces In the H	I&G	\$0	-----	\$54	\$0
VDM Community Center	388	Aggie Store	Aux	\$0	-----	\$33	\$0
TOTAL PER COLUMN (All Labor, Material, & Taxes):				\$1,421	\$1,037	\$1,731	\$305
TOTAL ANNUALLY (All Labor, Material, & Taxes):				\$1,421	\$4,148	\$20,772	\$3,660

Treatment Sites				Standard Services (Includes Materials and Taxes)				
Building Name	Bldg #	Location	Type	Fly Control (Fly Stations)	Fly Control (Fly Stations) Monthly Service Fee	Rodent Control	Rodent Control Monthly Service Fee	Drain Inspection and Service
				# Units		# Units		
Corbett Center	285	General Building (Exterior)	Aux			12	\$105	
Corbett Center	285	Taos Dining Area	Aux	2	\$43			\$70
Corbett Center	285	Main Kitchen & Dish Room	Aux	3	\$65	4	\$20	\$54
Corbett Center	285	Dry Storage Area	Aux	1	\$22	4	\$20	
Corbett Center	285	Outdoor Patio	Aux			6	\$53	
Corbett Center	285	3rd Floor Catering	Aux			2	\$10	\$10
Corbett Center	285	Food Court	Aux	1	\$22			
Corbett Center	285	Einstein Area	Aux			2	\$10	
Corbett Center	285	Food Service Dock Area	Aux			7	\$61	
Corbett Center	285	Corner Store	Aux			0	\$0	\$6
Frenger Food Court	262	Entire Building	Aux	3	\$65	6	\$53	
Gerald Thomas	244	Aggie Grill	Aux	1	\$22	4	\$38	\$20
Gerald Thomas	244	100 W Café	I&G			4	\$20	
O'Donnell Hall	287	Subway	Aux			2	\$10	\$10
Health and Social Services	590	Canteen	Aux			2	\$13	\$10
Barnes and Noble	632	Entire Building	Aux			17	\$130	
Golf Course	597	Kitchen and Dining Room	Aux	2	\$44	4	\$28	\$20
Tejada	245	Food Preparation Kitchen & Aces In th	I&G	3	\$30	24	\$157	
TOTAL PER COLUMN(Labor,Material, & Taxes):				13	\$283	76	\$571	\$200
TOTAL ANNUALLY(Labor,Material, & Taxes):				13	\$1,981	76	\$6,852	\$2,400

GRAND TOTAL ANNUALLY:	\$41,234	Taxes Included at 8.3125%
Spot Treatments:	\$0	Service Rate (See Service Guarantee Index #6)
	N/A	% Material Mark-up
Additional Services:	\$173	Hourly Rate (Taxes included at 8.3125%)
	N/A	% Material Mark-up
Emergency Response:	\$0	Hourly Rate (See Service Guarantee Index #6)
Training and Consultation:	\$65	Hourly Rate (Taxes included at 8.3125%)

Service Guarantee:

1. Control of Covered Pests:

All pest's are equal opportunist which makes it impossible to guarantee that the client and there customers will never see insects again. The pest's may gain access by deliver or other means. Aside from that fact, The Bugyman Exterminators guarantees to control the covered pests through the delivery of the proposed service program or there will be no charge until established infestations are eliminated.

2. On time Guarantee:

The Bugyman Exterminators considers timeliness and responsive service as an absolute necessity. Therefore The Bugyman Exterminators makes a guarantee that a service technician will be on sight within two hours from the time the client contacts The Bugyman Exterminators concerning requests for other than regular service appointments, or the client will be credited ten dollars for each sixty minutes late after the initial two hours time frame. (Request for spot treatments to be made at a specific time frame which exceeds the two hour time frame is not considered an emergency response and is not covered by the on time guarantee.)

3. Regulatory Fines:

If the client is fined by a government agency due to The Bugyman Exterminators lack of effectiveness in removing an infestation of pests covered in the contract, The Bugyman Exterminators will reimburse the client for the amount of the fine, and there will be no charge until said infestations are eliminated.

3. Floor-plan service report: The Bugyman will submit a floor plan of the area to be serviced to the IPM Coordinator documenting all chemical control methods to be used (brand name and formulation) and the location of the application. **In addition, The Bugyman will document on the floor plan all placement locations of fly stations, interior live rodent traps, exterior rodent bait stations, and interior roach monitoring stations (sticky traps).**

Page 6; Section 7. EMERGENCY SERVICE

The Bugyman Exterminators Guarantees that we will be on-site after being contacted by an NMSU representative within 2 hours of the contact. Please reference section Index #6 for a list of our service guarantees.

Page 7; Section 8. USE OF CHEMICAL CONTROL METHODS

1. Approved products: The Bugyman Exterminators will not apply any pesticide product that is not included in the Pest Control Plan of Work approved by the IPM Coordinator.
2. Application by need: Pesticide application will be according to need and not by schedule. Such chemical control methods will not be applied unless visual inspections or monitoring devices indicate the presence of pests in a specific area AND non-chemical control methods (as available) have been tried to solve the pest problem. Preventive chemical control treatments in areas where there is a potential for insects and rodents will be evaluated on a case-by-case basis with the IPM Coordinator.
3. Minimum risk: When the application of chemical control products is necessary, The Bugyman Exterminators will employ the least hazardous materials, most precise application techniques and the minimum quantity of pesticide necessary to achieve control.

Page 7; Section 9. INSECT CONTROL

- a. Emphasis on non-chemical methods: The Bugyman will use non-pesticide methods of control whenever possible to solve a pest problem. This includes, but is not limited to, use of a portable vacuum for initial cockroach, winged ants, and spider population suppression and use of trapping devices for indoor fly control.
- b. Monitoring: Sticky traps will be used to monitor indoor insect populations and be used to evaluate the effectiveness of efforts wherever necessary.
- c. Insecticide bait formulations: Bait formulations will be used for cockroach and ant control where appropriate.