

Price Agreement Amendment

Awarded Vendor: 2 Vendors Number: <u>00-51600-19-05555</u>

Amendment No.: Three

Term: <u>January 7, 2020 – January 6, 2024</u>

Ship To:

NM Department of Game & Fish

Various Locations

Invoice:

New Mexico Department of Game and Fish 1 Wildlife Way

Santa Fe, NM 87507

For questions regarding this contract please contact:

Timothy Sintas 505-470-3561

Procurement Specialist: Kimberly A. Hunt-Brown

Telephone No.: (505) 490-3152

Email: Kimberly.Hunt-Brown@gsd.nm.gov

Title: Regional and Statewide Conservation Skills Camp Coordinator

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

This amendment is issued to reflect the following effective immediately: In accordance with Price Agreement provisions and by mutual agreement of (AA) Amaro Outdoors and (AC) New Mexico Wildlife Federation, this Price Agreement is extended from January 7, 2023 to January 6, 2024 at the same Price, terms and conditions. Vendor (AB) Mule Deer Foundation is not extending.

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

Valerie Paulk
Date: 1/4/2023

New Mexico State Purchasing Agent

X This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

Certificate Of Completion

Envelope Id: 0BCA8093E5EF4F53956BBBB40B5C82C7

Subject: Please DocuSign: 00-51600-19-05555 A003

Source Envelope:

Document Pages: 1 Signatures: 1 Certificate Pages: 5 Initials: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator: Clarke Fountain

1100 S Saint Francis Dr Santa Fe, NM 87502

ClarkeJ.Fountain@gsd.nm.gov IP Address: 67.0.207.126

Record Tracking

Status: Original

1/4/2023 10:49:24 AM

Security Appliance Status: Connected Storage Appliance Status: Connected Holder: Clarke Fountain

ClarkeJ.Fountain@gsd.nm.gov

Pool: StateLocal

Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events

Michael Saavedra

michael.saavedra@gsd.nm.gov New Mexico General Services

Security Level: Email, Account Authentication

(None)

Signature

ms

CF

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Timestamp

Sent: 1/4/2023 10:51:51 AM Viewed: 1/4/2023 10:55:18 AM

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Clarke Fountain

clarkej.fountain@gsd.nm.gov **Procurement Specialist** New Mexico General Services

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Valerie Paulk

Valerie.Paulk@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication

Valerie Paulk

Signature Adoption: Pre-selected Style Using IP Address: 97.123.172.141

Signature Adoption: Pre-selected Style

Using IP Address: 67.0.207.126

Signed using mobile

Signed: 1/4/2023 10:57:24 AM

Sent: 1/4/2023 10:57:26 AM Viewed: 1/4/2023 10:59:11 AM Signed: 1/4/2023 10:59:19 AM

Not Offered via DocuSign

Signed of Behalf of State Purchasing Agent

(None)

Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM

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

Sent: 1/4/2023 10:59:20 AM Viewed: 1/4/2023 11:00:13 AM Signed: 1/4/2023 11:00:39 AM

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
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	Timestamps 1/4/2023 10:51:51 AM
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Envelope Sent	Hashed/Encrypted	1/4/2023 10:51:51 AM
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	1/4/2023 10:51:51 AM 1/4/2023 11:00:13 AM
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	1/4/2023 10:51:51 AM 1/4/2023 11:00:13 AM 1/4/2023 11:00:39 AM

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: <u>GSD.SPDinfo@state.nm.us</u>

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 <u>GSD.SPDinfo@state.nm.us</u> 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 <u>GSD.SPDinfo@state.nm.us</u> 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 <u>GSD.SPDinfo@state.nm.us</u> 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.



Price Agreement Amendment

Awarded Vendor:			
3 Vendors			

Number: <u>00-51600-19-05555</u>

Amendment No.: <u>Two</u>

Term: January 7, 2020 – January 6, 2023

Ship To:

NM Department of Game & Fish

Various Locations

Invoice:

New Mexico Department of Game and Fish 1 Wildlife Way Santa Fe, NM 87507

For questions regarding this contract please contact: Raymond "Scott" Gunter 505-476-8079 Procurement Specialist: Kimberly A Hunt-Brown

Telephone No.: <u>505-490-3152</u> **KAHB**

Email: Kimberly.Hunt-Brown@state.nm.us

Title: Regional and Statewide Conservation Skills Camp Coordinator

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 January 7, 2022 to January 6, 2023 at the same price, terms and conditions.

Correct Ship To Address on Amendment No. 1 from: All State of New Mexico agencies, commissions, institutions political subdivisions and local public bodies allowed by law; to: NM Department of Game & Fish Various Locations.

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

Valerie Paulk
Date: 10/29/2021

Mark Hayden, New Mexico State Purchasing Agent

X This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

Certificate Of Completion

Envelope Id: B5B9CD777B2547C7AD44B81D8E8E18B9

Subject: 00-51600-19-05555 A002

Source Envelope:

Document Pages: 1 Signatures: 1 Certificate Pages: 5 Initials: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator: Kimberly A Hunt-Brown

13 Bataan Blvd

Santa Fe, NM 87508

Kimberly.Hunt-Brown@state.nm.us

IP Address: 184.155.117.73

Record Tracking

Status: Original

10/27/2021 2:07:41 PM

Security Appliance Status: Connected Storage Appliance Status: Connected Holder: Kimberly A Hunt-Brown

Kimberly.Hunt-Brown@state.nm.us

Pool: StateLocal

Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events

Natalie Martinez

natalie.martinez1@state.nm.us New Mexico General Services

Security Level: Email, Account Authentication

(None)

Signature

Mh

Signature Adoption: Pre-selected Style Using IP Address: 173.191.144.245

Timestamp

Sent: 10/27/2021 2:10:23 PM Viewed: 10/29/2021 9:21:26 AM Signed: 10/29/2021 9:21:30 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kimberly A Hunt-Brown

kimberly.hunt-brown@state.nm.us New Mexico General Services

Security Level: Email, Account Authentication

(None)

KAHB

Signature Adoption: Pre-selected Style Using IP Address: 184.155.117.73

Sent: 10/29/2021 9:21:31 AM

Viewed: 10/29/2021 9:29:49 AM Signed: 10/29/2021 9:30:00 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk

valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication

(None)

Valerie Paulk

Signature Adoption: Pre-selected Style

Sent: 10/29/2021 9:30:01 AM Viewed: 10/29/2021 9:36:58 AM

Signed: 10/29/2021 9:37:13 AM

Using IP Address: 97.123.127.51

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
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp			
Witness Events	Signature	Timestamp			
Notary Events	Signature	Timestamp			
Envelope Summary Events	Status	Timestamps			
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Certified Delivered	Security Checked	10/29/2021 9:36:58 AM			
Signing Complete	Security Checked	10/29/2021 9:37:13 AM			
Completed	Security Checked	10/29/2021 9:37:13 AM			
Payment Events	Status	Timestamps			
Electronic Record and Signature Disclosure					

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.

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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: <u>GSD.SPDinfo@state.nm.us</u>

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 <u>GSD.SPDinfo@state.nm.us</u> 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 <u>GSD.SPDinfo@state.nm.us</u> 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 <u>GSD.SPDinfo@state.nm.us</u> and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

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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.



Price Agreement Amendment

Awarded Vendor:

3 Vendors

Number: <u>00-51600-16-05555</u>

Amendment No.: One

Term: January 7, 2020 – January 6, 2022

Ship To:

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

Invoice:

NM Department of Game & Fish 1 Wildlife Way Santa Fe, NM 87507

For questions regarding this contract please contact:
Raymond "Scott" Gunter (505) 476-8079

Procurement Specialist: Sandra Lujan

Telephone No.: <u>505-827-0242</u>

Email: SanraR.Lujan@state.nm.us

Title: Regional and Statewide Conservation Skills Camp Coordinator

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

This amendment is issued to reflect the following effective immediately: Where possible, in accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 7, 2021 to January 6, 2022 at the same price, terms and conditions. However, since in-person classes and meetings may sometimes not be possible due to COVID-19 restrictions, an additional COVID clause/line item is herein initiated permitting these same vendors to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement (see attached pages).

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

Valerie Paule

Date: 12/21/2020

Mark Hayden, New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

Item	Approx Qty	Unit	Description	Unit Price
1	1	Each	Hunting Camp - Statewide	
			AB	\$5,500.00
			COVID clause/line item allows AB to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement.	\$2,750.00
			AC	\$3,500.00
			COVID clause/line item allows AC to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement	\$1,750.00
2	1	Each	Fishing Camp - Statewide	
			AB	\$5,500.00
			COVID clause/line item allows AB to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement	\$2,750.00
			AC	\$2,000.00
			COVID clause/line item allows AC to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement	\$1,000.00
3	1	Each	Shooting Camp - Statewide	
_			AB	\$5,500.00
			COVID clause/line item allows AB to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement	\$2,750.00
			AC	\$2,000.00
			COVID clause/line item allows AC to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement	\$1,000.00
4	1	Each	Cancellation Fee - Statewide	
7		Lacii	AB	\$1,000.00
			COVID clause/line item allows AB to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement	\$500.00
			AC	\$250.00
			COVID clause/line item allows AC to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement	\$125.00
17	1	Each	Hunting Camp - Southwest	
			AA	\$4,000.00
			COVID clause/line item allows AA to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement	\$2,000.00

18	1	Each	Fishing Camp -Southwest	
			AA	\$4,000.00
			COVID clause/line item allows AA to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement	\$2,000.00
19	1	Each	Shooting Camp - Southwest	
			AA	\$4,000.00
			COVID clause/line item allows AA to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement	\$2,000.00
20	1	Each	Cancellation Fee - Southwest	
			AA	\$1,000.00
			COVID clause/line item allows AA to provide 100% remote on-line instruction at ½ the stated prices that are listed in the current price agreement	\$500.00



Certificate Of Completion

Envelope Id: 7B53785EF553487A8729AAE917618E0B

Subject: Please DocuSign: SPD SPA

Source Envelope:

Signatures: 1 Document Pages: 3 Envelope Originator: Certificate Pages: 5 Initials: 2 Clarke Fountain AutoNav: Enabled 13 Bataan Blvd Santa Fe, NM 87508

Envelopeld Stamping: Enabled

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

ClarkeJ.Fountain@state.nm.us IP Address: 174.237.8.59

Sent: 12/21/2020 3:11:08 PM

Viewed: 12/21/2020 3:16:25 PM

Signed: 12/21/2020 3:17:09 PM

Sent: 12/21/2020 3:17:11 PM

Viewed: 12/21/2020 3:20:09 PM

Signed: 12/21/2020 3:20:26 PM

Record Tracking

Status: Original

12/21/2020 3:08:57 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Clarke Fountain

ClarkeJ.Fountain@state.nm.us

Pool: StateLocal

Pool: Carahsoft OBO State of New Mexico

GSD-SPD

Location: DocuSign

Location: DocuSign

Status: Completed

Signer Events Signature Timestamp Clarke Fountain Sent: 12/21/2020 3:10:44 PM CF clarkej.fountain@state.nm.us Viewed: 12/21/2020 3:11:00 PM **Procurement Specialist** Signed: 12/21/2020 3:11:06 PM New Mexico General Services Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 174.237.8.59 (None) **Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Michael Saavedra

michael.saavedra@state.nm.us New Mexico General Services

Security Level: Email, Account Authentication

(None)

MS

Signature Adoption: Pre-selected Style Using IP Address: 174.237.3.196

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Valerie Paulk

valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services

Security Level: Email, Account Authentication

(None)

Valerie Pault

Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.148

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
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Editor Delivery Events	Status	Timestamp
•		•
Agent Delivery Events	Status	Timestamp
-		·
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	Timestamps 12/21/2020 3:10:44 PM
•		•
Envelope Sent	Hashed/Encrypted	12/21/2020 3:10:44 PM
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	12/21/2020 3:10:44 PM 12/21/2020 3:20:09 PM
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	12/21/2020 3:10:44 PM 12/21/2020 3:20:09 PM 12/21/2020 3:20:26 PM

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: <u>GSD.SPDinfo@state.nm.us</u>

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 <u>GSD.SPDinfo@state.nm.us</u> 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.SPDinfo@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 <u>GSD.SPDinfo@state.nm.us</u> 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

Price Agreement

Awarded Vendor:	Duice Acasement Number 00 51600 10 05555
3 Vendors Telephone No. ()	Price Agreement Number: <u>00-51600-19-05555</u> Payment Terms: <u>See page 6</u> F.O.B.: <u>Destination</u>
	Delivery: See Page 6
Ship To: NM Department of Game & Fish Various Locations	Procurement Specialist: Sandra Lujan Telephone No.: (505) 827-0242 Email: sandrar.lujan@state.nm.us
Invoice: NM Department of Game & Fish 1 Wildlife Way Santa Fe, NM 87507	Email: Sandrat Aujane State minus
For questions regarding this contract please contact: Raymond "Scott" Gunter	

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this

Accepted for the State of New Mexico

Term: January 7, 2020 thru January 6, 2021

page, and as indicated in this Price Agreement.

New Mexico State Purchasing Agent

Date: 1/7/2020

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472 sl



Price Agreement #: 00-51600-19-05555

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
- 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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
- 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,

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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 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.

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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 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: http://www.insurenewmexico.state.nm.us/.
 - 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!

Department Price Agreement

Article I - Statement of Work

Under the terms and conditions of this Price Agreement, the using agency 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 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 either the New Mexico State Purchasing Agent 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 issued.

The term of this Price Agreement for issuance of orders shall be as indicated in 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 instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II - 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 page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

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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 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 for in the bid and price agreement specifications.

Article VII - Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII - Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

State of New Mexico General Services Department Purchasing Division Price Agreement #: 00-51600-19-05555

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Awarded Vendors:

(AA) 0000024528

Amaro Outdoors 5118 Little Walnut Silver City, NM 88001

Phone: (505) 235-7762

Email: jason@hotmail.com

(AB) 0000042610

Mule Deer Foundation 701 E. Organ Rd Mesilla Park, NM 88047

Phone: (505)363-5241

Email: colleen@muledeer.org

(AC) 0000046125

New Mexico Wildlife Federation 6100 Seagull St. NE Ste. B105 Albuquerque, NM 87109

Phone: (505) 299-5404

Email: wendy@nmwildlife.org

Payment Terms: Net 30 FOB: Destination

Delivery: As Requested

Payment Terms: Net 30

FOB: Destination Delivery: Destination

Payment Terms: Net 30

FOB: Destination

Delivery: As Requested

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The New Mexico Department of Game and Fish (NMDGF) is seeking to establish a price agreement for a Regional and Statewide Conservation Skills Camp Coordinator. This price agreement will allow the agency to procure a Conservation Skills Camp Coordinator to plan and implement educational hunting, fishing, and shooting camps.

Term:

The term of this agreement shall be for (1) year from date of award with the option to extend for a period(s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Escalation Clause:

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. 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.

Multiple Awards:

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. Awards will be made to meet the best interests of the State of New Mexico.

Specifications:

Contractor(s) and/or assigned camp staff must:

- 1. Organize, promote, plan, prepare, and execute, a minimum of 3 hunting, fishing and/or shooting camp within the contract term dates at the discretion of the Department for Citizens of New Mexico to recruit, retain and reactivate hunters and anglers in the state. Camps can be day camps or overnight camps; overnight camps are preferred.
- 2. Recruit campers/participants of all ages for the events, those under 18 must be accompanied by a responsible adult. Participants under 18 participating in a hunting camp must possess a valid Hunter's Education Certificate. Once the Contractor(s) has recruited participants they must establish a foundation of trustworthiness, respect, responsibility, fairness, caring and citizenship in youth and adult hunters, anglers and shooters in New Mexico. All participants must feel welcome and safe. The Contractor(s) and staff must create an environment to ensure a positive experience.
- 3. The Contractor(s), or their representative, must be present during all hours that campers are on site, during an overnight camp, and live with campers during the event.
- 4. Encourage participation in camp activities and interactions with other campers.
- 5. Be able to teach courses independently and co-teach courses with other camp staff members.
- 6. Be "on call" to the needs and responsibilities of camp and the campers 24 hours a day while camp is in session.
- 7. Be a positive role model and leader for the campers and camp staff.
- 8. Cooperate fully and adhere to instructions given by the New Mexico Department of Game and Fish's (Department) Information and Education Division.
- 9. Submit invoices according to invoicing guidelines.
- 10. Submit reports after each camp.

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Detailed Scope of Work:

Camp curriculum must include hunting, firearms, archery and/or angling safety, conservation, care of game animals and ethics. Hunt camps must follow the "Today's Hunter" manual. Instruction must be how-to and hands-on, the manual can be picked up from any Department office or downloaded at https://www.hunter-ed.com/newmexico/manual/. The appropriately qualified instructors must be matched to the discipline of the camp. The Department will work with the Contractor(s) to find additional appropriate curriculum and must approve all curriculum.

Contractor(s) will be responsible for the following:

Camp Locations

- Find and utilize locations throughout the state for a minimum of 3 camps per year. Sites must be approved by the Department.
- The location must provide safe and secure atmosphere for youth and families to camp overnight. It must be accessible for passenger vehicles and user-friendly for hunting, shooting and/or angling camps. Locations must allow enough space for, or be adjacent to, property for overnight and day camping, hunting, hiking, wildlife viewing, target shooting, and/or fishing. The property must meet the need of the theme for the camp.
- Coordinate with the Department to locate properties. Examples of acceptable properties include, but are not limited to:
 - o Public land
 - o Private land
 - o Game and Fish properties
- Contractor(s) must have obtained permission from the land owner or submitted any necessary permit applications for public land prior to the start of camp. If there are costs associated with a special use permit, the Contractor(s) must cover this expense. The contractor(s) is not required to submit proof of permission to the Department. If the contractor(s) is found to be in non-compliance with land use requirements they may be dismissed.
- Contractor(s) must alert the local authorities (County Sheriff's Office, park rangers, federal law enforcement, and/or district Game and Fish officer) a minimum of 24 hours prior to the camp, with the location and details of the planned activities, in case of an emergency. A form will be provided by the Department for the Contractor(s) to provide to the proper authorities.

Volunteer/Instructor Recruitment

Recruit and schedule instructors and other volunteers (or Department staff) to assist with the
implementation and execution of the camps. Background checks must be completed by the Department
on all volunteers and contractor's staff prior to each event. All staff working a camp must complete the
New Mexico Department of Game and Fish volunteer application. The Department will review
applications and retains the authority to disqualify volunteers/instructors based on their qualifications or
lack of qualifications.

Minimum Requirements:

The Contractor(s) must have two (2) or more instructors committed to teaching at the hunting or shooting camps. Amongst the instructors committed to teaching, one of the "REQUIRED" certifications is necessary; "OPTIONAL" certifications can take the place of a "REQUIRED" certification. An optional certification must fit the discipline of the camp.

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- National Rifle Association Basic Firearm or Coach, Hunter Education Instructor, National Archery in the Schools Program Basic Instructor Certificate or registered NM Guide or Outfitter. Instructors are not required to possess all four (4) certifications/registrations; however, one certificate/registration must be possessed by two (2) or more instructors. Firearm or Hunter Education Instructor certification is preferred for hunt camps; accredited firearms certification is required for shooting camp. See below list for require certificates:
 - o National Rifle Association (NRA) Basic Firearm Instructor or Coach, (1 BELOW REQUIRED)
 - Basic Rifle
 - Basic Shotgun
 - Basic Handgun
 - Rifle Coach Level 1 or higher
 - Shotgun Coach Level 1 or higher
 - Pistol Coach Level 1 or higher;
 - o Hunter Education Instructor, (1 BELOW REQUIRE)
 - Basic
 - Live-fire
 - Bow Hunter
 - o National Archery in the Schools Program (NASP) Basic Archery Instructor; (REQUIRED)
 - o New Mexico Guide or Outfitter registration (REQUIRED)
 - o 4-H Shooting Sports Leader; (OPTIONAL can take place of NRA certification)
 - Rifle
 - Shotgun
 - Pistol
 - Muzzleloader
 - Archery
 - Hunting;
 - o Scholastic 3-D Archery Coach (OPTIONAL can take place of NASP certification)
 - o NSCA/NSSA Instructor certifications (OPTIONAL can take place of shotgun instructor/coach certification)
 - o Appleseed Instructor certifications (OPTIONAL can take place of rifle instructor/coach certification)
 - o Boy Scouts of America firearm instructor certifications (OPTIONAL can take place of NRA firearm instructor/coach certification)
 - o USA Shooting coach certifications (OPTIONAL can take place of NRA Firearm instructor/coach certification)
 - Other certifications must be approved by the shooting program coordinator

Additional nationally accredited shooting sports and hunting certificates, or other relevant certificates are desired and will be considered in the evaluation process.

Except in the case of fishing only camps, fishing instructors must have a deep understanding of fishing practices and the ability to teach others.

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- Other camp volunteers/staff may specialize in dog handling, camp cooking, campfire storytelling, survival, care and preparation of game animals, tracking, game calling, map reading and orienteering, knife use and sharpening, conservation (North American Model), ballistics, firearm care and cleaning, hunting ethics and responsibilities, wildlife photography, wildlife biology, habitat, hunter/landowner relationships, fish biology and ecology, knowledge of New Mexico waters, care of fishing equipment, fly tying, first aid and other outdoors skills.
- The Contractor(s) is encouraged to work with the Department to provide training and development opportunities for camp volunteers, per year, the Department will cover the cost of training. These trainings can lead to certification or simply be professional development. Training courses can be in specific disciplines or to bring together diverse volunteers to cross-train, including but not limited to, firearms training, hunt master course, and/or fishing instructor clinics.

Enroll and Engage participants

- To enroll participants the Contractor(s) must have each participant complete and return the forms provided by the Department. All participants must create an online profile using their full legal name, physical address, date of birth and other information. Participants will be required to create a username and password. The Department system will then assign each registrant a customer identification number (CIN), unique to that person. [Records must be retained for three (3) years after the contract completion date. Authority 1.21.2.604]. The Department will provide the Contractor(s) with a privacy statement to present to those who enroll in camps. The Contractor(s) will share contact information only with the Department. All information gathered must be kept confidential unless compelled to do so by legal process.
- The Department will use gathered information to track future hunting and fishing licenses and tags purchased to gauge the success of the hunting, fishing and shooting camp program. The Department will also use this information to evaluate the Contractor(s). The Department will assist the Contractor(s) in creating a satisfaction survey for both parties to use to improve future events.
- The number of campers/participants per event will vary (a minimum five (5) campers/participants is preferred) based on the type of event, the facilities available, the number of hunting tags available, landowner preferences, number of qualified staff available, the clientele and other factors. The Department strongly encourages the maximum number of participants allowed, considering the above factors, for each event. In coordination with the Department, the Contractor(s) will determine the desired number of campers per event.
- The Contractor(s) should, but not exclusively, focus on family units to attend and participate in these camps, particularly disadvantaged families, families that meet the same criteria as the U.S. Department of Education's Title I program. Title I is the federal program that provides funding to local school districts to improve the academic achievement of disadvantaged students. It is part of the Elementary and Secondary Education Act first passed in 1965. Title I, Part A (Title I) of the Elementary and Secondary Education Act, as amended (ESEA) provides financial assistance to local educational agencies (LEAs) and schools with high numbers or high percentages of children from low-income families to help ensure that all children meet challenging state academic standards.
- The Contractor(s) is encouraged to engage youth and/or adults who have completed a hunter education course, but not purchased a hunting license. The Contractor(s) should recruit underserved youth, those who have never been exposed to hunting, shooting or fishing. The Department will work in coordination with the Contractor(s) to determine a promotional plan to target underserved audiences.

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- The Contractor(s) may require campers to purchase all licenses and tags required. The Contractor(s) may offset this cost to the participants through grants or other donations, but CANNOT factor the cost of licenses and tags into its response to the ITB. The camps are not required to be free of charge to participants however the Contractor(s) must have approval from the Department for the amount of the participation fee charged.
- Public relations work may be necessary, including social media. The Department will assist with marketing efforts; including, but not limited to, creating publications, radio shows and social media efforts.

Requisition of supplies

• The Contractor(s) must purchase the necessary consumables (i.e. toilet paper, dish soap, trash bags, etc.); educational supplies for camp (including but not limited to ammunition, safety equipment, food and tableware, targets, etc.) and other necessary equipment and supplies. In addition, the Contractor(s) will work with the Department to create a camp supply check list. The Department will assist in providing some camping equipment such as, tents, cots, heaters, tables, chairs, cookware, firearms, fishing poles, clay target throwers, archery training equipment and a trailer to transport the camp essentials. A list will be provided to all successful bidders. The purchase of products and consumables by the contractor, intended for Regional and Statewide Conservation Skills Camps, and reimbursed by the Department, will become property of the Department.

Invoicing

- The successful Contractor(s) must submit monthly invoices by the 10th day, of the month following a camping event. The invoice must contain: vendor name and contact information, invoice number, contract number, number of camps, name and type of camp, and amount of money. It must be addressed to New Mexico Department of Game and Fish, Information and Education Division, P.O. Box 25112, Santa Fe, NM 87504.
- Reimbursement for indirect costs and travel expenses as stated below will only be paid to the Contractor upon submission, and pre-approval by the Department, of original invoices.
- At the approval and discretion of the Department, additional items that may be reimbursed, may include but not be limited to:
 - o Office supplies related to the planning and operation of camps
 - o Postage for mailings, which cost more than \$1.00 per page (e.g., Federal Express or similar express mail delivery charges and multiple mailings) shall be charged at actual cost.
 - o Advertising expenses shall be charged at actual cost.
 - o Miscellaneous (e.g. special supplies) shall be charged at actual cost.
 - O Contractor(s) pre-approved, actual reasonable costs for travel expenses related to the performance of this contract. Out-of-state travel expenses will be limited to economy class airfare, car rental, lodging and meals. Contractor(s) may accompany department staff at conferences, but other out-of-state travel would be minimal, if at all.

Cancellation Fees

• In the event that a camp is cancelled by the contractor, a cancellation fee (not to exceed \$1,000 or such lesser amount to which Contractor may have agreed as applicable) may be invoiced, subject to documentation of appropriate expenditures on perishables (food, e.g.) purchased in reliance on the expectation that the event would have occurred. Events may be cancelled due to severe weather, forest fire or other natural disasters within 3 days of event; client withdrawal within 7 days of event; or other similar predicaments. The

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Department will determine if the cause of cancellation and the amount of notice provided to the Contractor(s) prior to cancellation constitutes payment.

Force Majeure:

• In the event of a forest fire, other natural disaster or similar situation which would substantially frustrate the purpose of the contract as to a particular event, such that it would fall within the contours of an "act of God" or similarly termed concept within prevailing commercial law, case law, either party may cancel an upcoming event more than three (3) days (i.e. 72 hours) prior to the event, without liability for cancellation fees or other damages.

Reporting

- The Contractor(s) must provide the Department with reports within seven (7) days after an event. Each report must contain a list of the participants' NMDGF CIN, name, age and gender, and ethnicity.. The report must provide a summary of each camp; including, but not limited to:
 - o copy of the agenda
 - o positives and negatives of the camp,
 - o number of campers,
 - o names of participating camp staff (volunteer, employee and Department),
 - o staff's areas of responsibility at camp,
 - o number of hours each staff volunteer contributed,
 - o a list of partnering organizations,
 - o amount of outside grant or donated funds/items, and
 - o name of the organization that provided the funds.
 - o Department-provided enrollment forms must accompany the report.

Emergencies

- Prior to each event a Department emergency contact will be identified.
- In the case of an emergency (medical, accidental, negligence, or criminal) with a camper or staff, the Contractor(s) must contact the Department immediately after the appropriate authorities/emergency response personnel have been contacted. The incident must be documented and given to the Department within 24 hours of the end of camp. The Department will provide an incident form to the Contractor(s).

Communication

• The successful Contractor(s) will communicate openly and often with their assigned Department contact at every stage of designing and planning camps. The Department will provide oversight and approval of all events.

Transportation

- The Contractor(s) must pass the New Mexico General Services Department Defensive Driving Course before conducting any events. Information can be found at https://www.generalservices.state.nm.us/transportationservices/Defensive Driving Training.aspx.
- Contractor(s) must have a staff member capable of driving a pick-up truck with a 20-foot trailer attached.

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Insurance

Successful bidder(s) must obtain, and provide satisfactory proof thereof, commercial general liability insurance coverage naming the State of New Mexico (or State Game Commission and Department of Game and Fish) as additional insureds, prior to conducting any events. Such insurance shall be for a minimum amount of one million dollars (\$1,000,000) and shall provide coverage for bodily injury (including death), personal injury and property damage occurring as a result of the activities contemplated herein.

Examples of Camp

Hunt Camp

- 10 to 15 new or inexperienced hunters. Those under 18 must be accompanied by an adult. The adult can be a participant or an observer.
- Quarry will be small game dove, quail, waterfowl, squirrels.
- Participants will arrive Friday afternoon and leave Sunday afternoon. See attachment 1: sample hunt agenda.
- Camp will be on private or public land or a combination. Base camp may be an established camping facility, community center, private lodge, etcetera. Hunting can take place on private land, open gate property, public land or a combination.
- Overnight accommodations could include, but not be limited to, tents provide by the Department, personal tent or recreational vehicle, lodge, bunkhouse, hotel at users expense, other private lodging.

Fish Camp

- 10 to 30 new or inexperienced anglers. Those under 18 must be accompanied by an adult. The adult can be a participant or an observer.
- Fishing can be on a river or at a lake.
- Participants will arrive Friday afternoon and leave Sunday afternoon. See attachment 2: sample fish agenda.
- Camp will be on private or public land or a combination. Base camp may be an established camping facility, community center, private lodge, etcetera. Fishing can take place on private land, open gate property, public land or a combination..
- Overnight accommodations could include, but not be limited to, tents provide by the Department, personal tent or recreational vehicle, lodge, bunkhouse, hotel at users expense, other private lodging.

Lower Tier Certification

By signing this contract, the bidding contractor certifies in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, that they have read the instructions for certification written by the U.S. Department of the Interior (Form D1-1954-9/88) and certify to the following: (1) Neither the bidding contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal debarment or agency, (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Prior to contract order the awarded supplier must be registered under the Federal System of Award Management (SAMS) and have an 'ACTIVE' status.

https://www.sam.gov

For more information click the 'ABOUT' tab.

Federal System of Award Management (SAM	S) DUNS #:
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Item	App Q	rox. ty.	Unit	Article and Description	Unit Price
STAT	TEWIDE	È			
1	1	EA	Hunting (AB) (AC)	Camp – Statewide	\$ 5,500.00 \$ 3,500.00
2	1	EA	Fishing C (AB) (AC)	Camp – Statewide	\$ 5,500.00 \$ 2,000.00
3	1	EA	Shooting (AB) (AC)	Camp – Statewide	\$ 5,500.00 \$ 2,000.00
4	1	EA	Cancellati (AB) (AC)	ion Fee – Statewide	\$ 1,000.00 \$ 250.00
SOUT	THWES'	Т			
17	1	EA	Hunting ((AA)	Camp - Southwest	<u>\$ 4,000.00</u>
18	1	EA	Fishing C (AA)	Camp – Southwest	<u>\$ 4,000.00</u>
19	1	EA	Shooting (AA)	Camp – Southwest	<u>\$ 4,000.00</u>
20	1	EA	Cancellati (AA)	ion Fee – Southwest	<u>\$ 1,000.00</u>

^{*** 8} Items Total ***

NMDGF Regional Areas

