



**State of New Mexico  
General Services Department  
Purchasing Division**

**Price Agreement Amendment**

**Awarded Vendor:**  
**0000137820**  
**Casey Harthorn**  
**Db a Fish Fishing and New Mexico's Aquatic Resources**  
**3650 Corral Road**  
**Las Cruces NM 88007**

**Email:** harthorn1@msn.com  
**Telephone No.:** (575) 649-3621

**Number:** 20-51600-22-05613

**Amendment No.:** One

**Term:** July 28, 2022 – July 27, 2024

**Ship To:**  
**New Mexico Department of Game and Fish**  
**Various Locations as Requested**

**Invoice:**  
**NM Department of Game and Fish**  
**1 Wildlife Way**  
**Santa Fe NM 87507**

**For questions regarding this contract please contact:**  
**Timothy Sintas (505) 476-8079**

**Procurement Specialist:** Clarke J. Fountain

**Telephone No.:** (505) 629-2964

**Email:** ClarkeJ.Fountain@gsd.nm.gov

**Title: Fishing Skills Education Specialist 1**

**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 July 28, 2023 to July 27, 2024 at the same price, terms and conditions.**

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

**Accepted for the State of New Mexico**

*Dorothy Mendonca*

**Date:** 6/1/2023

Dorothy Mendonca  
New Mexico State Purchasing Agent

**Certificate Of Completion**

Envelope Id: F83A69C3FC1D48479B4489A2876B5C85

Status: Completed

Subject: 20-51600-22-05613 Fishing Skills Education Specialist I A001

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Natalie Martinez

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

Natalie.Martinez1@gsd.nm.gov

IP Address: 164.64.62.10

**Record Tracking**

Status: Original

Holder: Natalie Martinez

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6/1/2023 8:26:15 AM

Natalie.Martinez1@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Michael Saavedra



Sent: 6/1/2023 8:28:37 AM

michael.saavedra@gsd.nm.gov

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New Mexico General Services

Signed: 6/1/2023 8:32:12 AM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 67.131.78.33

**Electronic Record and Signature Disclosure:**

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

Natalie Martinez



Sent: 6/1/2023 8:32:13 AM

natalie.martinez1@gsd.nm.gov

Viewed: 6/1/2023 8:53:44 AM

New Mexico General Services

Signed: 6/1/2023 8:53:47 AM

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(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Dorothy Mendonca



Sent: 6/1/2023 8:53:48 AM

dorothy.mendonca@gsd.nm.gov

Viewed: 6/1/2023 10:14:45 AM

SPD Division Director / State Purchasing Agent

Signed: 6/1/2023 10:14:49 AM

General Services Department

Signing Group: 35000 - State Purchasing Agent

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 164.64.62.10

**Electronic Record and Signature Disclosure:**

Accepted: 4/14/2023 7:24:59 AM

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**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 Sent	Hashed/Encrypted	6/1/2023 8:28:37 AM
Envelope Updated	Security Checked	6/1/2023 8:29:40 AM
Certified Delivered	Security Checked	6/1/2023 10:14:45 AM
Signing Complete	Security Checked	6/1/2023 10:14:49 AM
Completed	Security Checked	6/1/2023 10:14:49 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.

## **C. Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## State of New Mexico General Services Department

### Price Agreement

**Awarded Vendor:**  
**0000137820**  
**Casey Harthorn DBA Fish Fishing and New Mexico's**  
**Aquatic Resources**  
**3650 Corral Road**  
**Las Cruces, NM 88007**  
**575-649-3621**  
**harthorn1@msn.com**

Price Agreement Number: **20-51600-22-05613**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

**Ship To:**  
**New Mexico Department of Game and Fish**  
**Various Locations As Requested**

Procurement Specialist: **Clarke J. Fountain**

Telephone No.: **(505) 629-2964**

Email: **ClarkeJ.Fountain@state.nm.us**

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

**For questions regarding this agreement please contact:**  
**Timothy Sintas (505) 476-8079**

**Title: Fishing Skills Education Specialist I**

**Term: July 28, 2022 – July 27, 2023**

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

**Accepted for the State of New Mexico**

*Valerie Paulk*

Valerie Paulk, New Mexico State Purchasing Agent

Date: 7/27/2022

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

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**Terms and Conditions**  
(Unless otherwise specified)

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



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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: <https://bewellnm.com>.

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

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

**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.

**Article II –Term**

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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General Services Department  
Purchasing Division  
Price Agreement #: 20-51600-22-05613

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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.

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Purchasing Division  
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**Awarded Vendors:**

0000137820  
Casey Harthorn DBA Fish Fishing and New Mexico's Aquatic Resources  
3650 Corral Road  
Las Cruces, NM 88007  
575-649-3621  
harthorn1@msn.com

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## Specifications

New Mexico Department of Game and Fish (NMDGF) is looking to establish an ITB for a vendors(s) to develop an agency price agreement for a Fishing Skills Education Specialist I

This will be a multiple vendor award based to allow for different delivery schedules.

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

### Escalation / Reduction Clause:

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted.*** No price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

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

**ITB will involve federal funds, awarded vendor(s) must be registered under the Federal System of Award Management (SAMS) and have a status of 'Active' throughout the term of the price agreement.**

<https://www.sam.gov>

For more information click the 'ABOUT' tab

Fishing Skills Education Specialist Requirements:

- I. Scope of Work.

In general, the Contractor shall perform the following work:

- a) Coordinate and present outdoor fishing skills trainings and fishing clinics for K-12 students and other audiences as directed.
- b) Develop and present aquatic resources education presentations for K-12 students with emphasis on recreational fishing skills, fish biology, and fish habitats. The connection and interdependence of healthy aquatic ecosystems with a healthy fishery will be investigated, discussed and taught as part of the presentation.

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## Specific Requirements:

## 1) Fishing Clinics:

- I. The Contractor will organize, prepare, promote, and conduct educational, outdoor, fishing clinics for a minimum of 35 clinics.
- II. Fishing clinics will be a minimum of four (4) hours in length, will take place outdoors in a pond, lake or river and will utilize a format approved by the Agency.
- III. Volunteers will be trained by the Contractor in the methods, procedures, intent, and other aspects of the fishing clinics.
- IV. The Contractor will make every reasonable attempt to reach a variety of K-12 audiences and 18-25-year-old adults such as youth at risk programs, 4-H, Scouts, audiences with special needs, college students and historically under-represented populations in sport fishing.

## 2) Skills and education presentations.

- i. The Contractor shall organize, prepare, promote, and present a minimum of 40 aquatic education presentations with emphasis on recreational fishing skills, fish biology, and fish habitats to at least 10 separate New Mexico K-12 schools or youth groups.
- ii. An education presentation is defined as a hands-on aquatic resources presentation or fishing skills activity (See standards in no. 4) that lasts a minimum of 50 minutes up to two (2) hours delivered to one or more groups or classes of students. A classroom presentation will involve a minimum of 15 students from a public or private school, youth group or home-schooling group.
- iii. The Contractor will distribute fishing rules and information booklets, aquatic resource education materials to program participants. The Agency has the option to provide Contractor with promotional items materials to distribute.
- iv. In the event of in-person events being cancelled, due to COVID-19, the Contractor may be allowed to give virtual presentations on the subject of recreational fishing skills and ethics, fish biology, and fish habitat to New Mexico K-12 schools or groups. These are to be approved by the Agency before given.

## 3) Geographic requirements for tasks per budgetary year:

- i. The scope of this work shall encompass the entire state of New Mexico.
- ii. Within New Mexico; five (5) fishing clinics are required in the Albuquerque and Las Cruces metro area (to include Bernalillo to Belen); two (2) fishing clinics are required in Farmington-Bloomfield area, Santa Fe/Pecos, Socorro, Roswell, Portales, and Hobbs. One (1) fishing clinic is required in Gallup-Grants must be scheduled in towns such as Taos-Questa-Eagle Nest-Cimarron circle, Clayton, Silver City, Socorro, Espanola, Chama, Shiprock, Mora, Lordsburg, Truth or Consequences, Cloudcroft, Artesia and Fort Sumner.
- iii. The Agency reserves the right to direct where the Contractor's work is to take place and adjust these numbers accordingly.

## 4) Evaluation of Contractor performance:

- i. Fishing clinics and educational presentations will be evaluated by Agency's employees to ensure that they meet a high standard of educational excellence. Training and assistance can be provided to the Contractor by the Agency in order to help them meet these standards. Standards that performance will be evaluated on include but are not limited to:
  - Classroom presentations are interactive, use a hands-on 'discovery' or inquiry method and are multi-disciplinary in approach.
  - Skills training and presentations are educationally sound, and scientifically correct.
  - Material is habitat focused and unbiased while encouraging fishing and a sound conservation angling ethic.
  - Students are involved, engaged and on-task during clinics and classroom presentations.
  - Fishing clinics follow a format provided by or approved by the Agency.
- ii. Contractor work will be monitored and written feedback of this performance will be provided in a timely fashion. If work is found to be substandard and does not improve to meet these



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standards after a second written, official notice of not meeting these standards then the Agency may choose to exercise it's option to cancel the contract.

- iii. The actual on-site evaluation of Contractor work performance by the Agency will occur on a staggered basis (e.g. every third presentation or clinic) to allow time for the Contractor to improve performance and implement changes if necessary.

- iv.

II) Other Scope of Work:

- a) Contractor will document all work done for the Agency. All work will be completed in a manner and to a time schedule that complies with Agency guidelines as set by the U.S. Fish and Wildlife Service federal assistance guidelines.
- b) Contractor will provide the Agency with a monthly written progress report ('Report') within 10 days after the end of the month. The Report shall be in a format determined by the Agency.
- c) The Report will be submitted in an electronic format that can be readily used to meet federal aid reporting requirements such as Microsoft Word, Access or Excel. The Report will also document donated volunteer time with the appropriate form(s) provided by the Agency. The Report must include:
  - Short description of the event or presentation by date and location,
  - Any completed evaluation and survey forms,
  - Completed in-kind volunteer documentation forms,
  - Summary of the gender and race of participants,
  - Contact information (phone and or email address) for local organizers or educators,
  - Total hours of contract time for that event or presentation,
  - Upcoming activities for the next month,
  - An update on any publications in progress,
  - And Contractor's Monthly Invoice.
- d) Contractor shall administer surveys to participants or direct participants to an online survey provided by the Agency. Survey instruments used in the evaluation process will be developed by the Agency.
- e) The Contractor will maintain a positive and cooperative working relationship with all Agency staff including conservation officers, sport fishing organizations, conservation and environmental groups, natural resource user groups, and governmental agencies. The Contractor must adhere to any policies, guidelines or orders that state employees must abide by.
- f) The Agency will supply equipment and materials including but no limited to: live fish as needed for fishing events or classroom dissections, fishing rods and reels, fly-tying equipment, Brock macroscopes, plastic trays, macroinvertebrate identification texts, tackle, line, live bait, lures, flies, thermometers, fishing education activity guides, and other equipment or supplies as the Agency deems necessary for carrying out this contract. Non-consumable equipment will remain property of the Agency and will be returned at end of contract term.
- g) Contractor will maintain an up to date inventory of Agency equipment and materials used in this Contract and keep equipment and materials in good repair. NOTE: This includes relining and untangling spin cast reels after clinics.
  - i. Contractor will provide the Agency with documentation of the location and condition of the facility where this equipment will be stored during the contract period.
  - ii. Contractor will make recommendations to the Aquatic Resources Education Coordinator for purchases the Agency might make for the fishing clinic and skills education program.
  - iii. Unless otherwise specified, the actual printing, production, and distribution of all publications used in this contract will be paid for by the Agency. The type and quantities of items supplied to the Contractor will be determined by the Agency.
- h) The Contractor shall ensure that all materials, presentations and discussions related to carrying out this contract are scientifically accurate and balanced in their presentation of controversial issues.
- i) In the role as a Contractor for the Agency that person will be required to be identified as such and present a positive image for the Agency. The Contractor will be required to wear a name-tag and/or, shirt and/or vest

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that identify them as a Fishing Skills Education Contractor with the Agency whenever they are working with the public. This form of identification will be provided by the Agency.

- j) The Agency will assist the Contractor in providing information on beneficial locations across the state for fishing clinics and other outdoor events related to the contract requirements. The Agency will also provide the Contractor with up to date topical information on current fisheries, watershed and water quality issues in New Mexico.
- k) An Annual Final Report is required by June 30th of fiscal year.
- l) This report to be submitted to the Agency must include but is not limited to:
  - A summary of each school or group contacted with point of contact information, level of response and interest by that school or entity,
  - Benefits or problems with specific locations, groups or schools,
  - Recommendations for future Aquatic Resource Education efforts and equipment purchases.
  - Total number of fishing clinics
  - Total number of presentations
  - For presentations the total number and percentage of adults broken down by gender and ethnic group.
  - For fishing clinics, the total number and percentage of adults broken down by gender and ethnic group.
  - For presentations the total number and percentage of K-12 students broken down by gender and ethnic group.
  - For fishing clinics, the total number and percentage of K-12 students broken down by gender and ethnic group.
  - Updated equipment inventory list.

### III) Performance measures.

Contractor shall substantially perform the Performance Measures set forth in I. Scope of Work, Specific Requirements item 4) in this Agreement. In the event the Contractor fails to meet these Performance Measures as described in I. Scope of Work and II. Other Scope of Work, the Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Agency of specific steps that it will take to achieve these results in the future and the timetable for implementation.

Invitation to Bid is based on the following service categories and rates (not including gross receipts tax):

- a. Fishing Clinics-Rate: per outdoor fishing clinic with students or adults as described in Section I. Scope of Work.
- b. Educational Presentations-Rate: per classroom activities with students or adults related to angling, fishing and fly-tying skills, angling ethics, fish biology and general fisheries management as described in Section I. Scope of Work.
- c. Cancelled Fishing Clinic-Rate: per cancelled fishing clinic.

This is only for cancellation that occurs on the evening before or the morning of event by client. Cancellation could be due to inclement weather such as lightning activity, flooding, heavy rains, snow, or freezing rain. A cancelled fishing clinic could also arise from circumstances at the school that render it very difficult, impossible or hazardous for clients to participate in the event.

- d. Meeting called by Agency-Rate: per meeting in Santa Fe or Albuquerque where Contractor is required to attend. This does not include travel time.

Two weeks' notice given by Agency to Contractor as to time and place of meeting. Meeting length not to exceed 2.0 hours.

**NOTE:** Supplier will be responsible for all travel associated charges to and from all locations. The New Mexico Department of Game and Fish will not be responsible for any travel associated costs. Supplier will be responsible for all Other Scope of Work listed in Section II.

### **Minimum Requirements:**

- a) Current valid New Mexico motor vehicle license and registered vehicle capable of and available for transporting all necessary gear and equipment.



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- b) Four year or advanced college degree from an accredited institution of higher learning in a related major such as education, fisheries management, natural resources, outdoor recreation, physical education or community planning.
- c) Minimum of 4 years (48 months) total experience in teaching New Mexico students in formal classroom settings and informal outdoor environments in angling skills to include fisheries management (both warm water and cold-water sport fishing).
- d) An Agency Child Safe course must be completed before any work is to be performed by the Contractor and a background check of the Contractor, and all working for the Contractor, shall be performed before being awarded.

The following documents **MUST BE SUBMITTED WITH BID** to evidence that the minimum requirements are met (failure to submit these documents will deem your bid non-responsive):

1. A statement of concurrence that they have a current valid New Mexico motor vehicle and are willing for the Agency to view the license upon award.
2. A standard resume with jobs held with duties, responsibilities, etc. include at least two professional references with contact information of email and phone number, the name of the college/university, type/name of degree, and month and year the degree was awarded.

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**Items**

<b>Item</b>	<b>Approx. Qty.</b>	<b>UOM</b>	<b>Article and Description</b>	<b>Unit Price</b>
1	53	EA - Each	Fishing Clinics – a minimum of four (4) hours in length including actual fishing activity (cost per session).	\$650.00
2	102	EA - Each	Education Presentation: Hands on aquatic resources or fishing skills activity – minimum of 50 minutes to 2 hours (cost per session).	\$140.00
3	5	EA - Each	Cancelled Fishing Clinic – per cancelled fishing clinic. This is only for cancellation that occurs on the evening before or the morning of event by client.	\$155.00
4	2	EA - Each	Meeting called by the Agency – Required meetings in Santa Fe or Albuquerque. This does not include travel time.	\$210.00

**\*\*\* 4 Items Awarded Total**

**Certificate Of Completion**

Envelope Id: 2715B3C382A44FD2B3768537CEE782B4

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Clarke Fountain

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Michael Saavedra

*MS*

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New Mexico General Services

Signed: 7/27/2022 10:58:49 AM

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Clarke Fountain

*CF*

Sent: 7/27/2022 10:58:50 AM

clarkej.fountain@state.nm.us

Viewed: 7/27/2022 10:59:27 AM

Procurement Specialist

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Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
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Valerie Paulk

*Valerie Paulk*

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Valerie.Paulk@state.nm.us

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Signed of Behalf of State Purchasing Agent

Signed: 7/27/2022 11:09:23 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 67.0.230.55

**Electronic Record and Signature Disclosure:**

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**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 Sent	Hashed/Encrypted	7/27/2022 10:54:58 AM
Certified Delivered	Security Checked	7/27/2022 11:09:08 AM
Signing Complete	Security Checked	7/27/2022 11:09:23 AM
Completed	Security Checked	7/27/2022 11:09:23 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.

## **C. Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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