



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
0000137142
James C Pareo, dba: Pareo Farms, Inc.
P.O. Box 423
Veguita, NM 87062

Email: jimmykristy@gmail.com
Telephone No.: 505-453-4390

Price Agreement Number: **30-51600-22-05624**

Payment Terms: **NA**

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

Delivery: **As Required**

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

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

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

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

Invoice:
Same as "Ship To"

For questions regarding this agreement please contact:
Tim Sintas 505-470-3561

Title: Farm Production and Harvest of Grain Sorghum

Term: February 27, 2023 – February 26, 2029

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

Date: 2/27/2023

New Mexico State Purchasing Agent

x 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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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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Specifications:

Establish a Department Price Agreement (DPA) between the New Mexico Department of Game and Fish (NMDGF) and one vendor for the production and harvest of grain sorghum and grain corn to benefit wildlife at the Belen and Casa Colorado Wildlife Management Areas (WMAs).

Term:

The term of this Price Agreement shall be for six (6) years from date of award with no option to extend the term of the agreement. This Price Agreement shall not exceed six (6) years.

Method of Award:

To gain the best advantage for the DGF, the Awarded Vendor shall be chosen based upon the highest bid submitted for an estimated annual production, in pounds, of grain Sorghum to be grown in and harvested from the WMA fields.

Bidding Information:

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

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the vendor providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

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

Minimum Requirements:**A. Scope of Work Description**

1. The purpose of this ITB is to establish a Price Agreement with a vendor to produce specified crops in fields located within Valencia County, NM, at both the Belen WMA and the Casa Colorado WMA, for the benefit of wildlife. The Awarded Vendor will annually produce 600,000 pounds of grain corn, in addition to the quantity of grain sorghum identified in their submitted response to Item 1 of this ITB ("Sorghum Bid") for DGF.
2. A Department Price Agreement (DPA) will be awarded to the Bidder with the highest Sorghum Bid that is responsive in all other material respects to the specifications and requirements of this ITB.
3. The Awarded Vendor will be allowed to plant, harvest, and use/sell legume or soil-improving crops, and other approved crops, to its own benefit and account, outside of their obligation to produce the required corn and sorghum for the DGF.
4. The DPA arising from this ITB provides access to, and allows farming use of, the WMA properties ("Properties") by the Awarded Vendor.
5. The DPA arising from this solicitation does not constitute a land lease and does not convey an exclusive right of use of the Property to the Awarded Vendor.

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B. Property Location and History

1. Collectively referred to as the "Property" throughout this ITB, the Belen WMA and Casa Colorado WMA are located in southern Valencia County, New Mexico.
2. The Belen Wildlife Management Area (see Attachment 1, Exhibit A) provides 181 acres of arable land; the Casa Colorado Wildlife Management Area (see Attachment 1, Exhibit B) provides 347 acres of arable land, for a total of 528 acres of arable land.
3. The Property is flood irrigated using water provided by the Middle Rio Grande Conservancy District and has been actively farmed for decades. All fields will be fallow at the beginning of the Price Agreement resulting from this ITB.

C. Obligations and Privileges of the Awarded Vendor

The Awarded Vendor shall:

1. Provide all personnel, equipment, labor, and supplies, including the scheduling and management of irrigation water, needed to produce agricultural crops on up to 528 acres of the Property.
2. Produce agricultural crops for the benefit of the DGF per the following specifications and obligations:
 - a. Annually by October 31, produce at a minimum 600,000 pounds of grain corn and leave standing in the field until a spring date agreed upon by the Farm Manager and the Awarded Vendor. Production will be determined using the NMDGF Protocol for Measuring Corn Production Using the Corn Yield Component Method (see Attachment 2).
 - b. Annually by October 31, produce at a minimum the quantity of grain sorghum specified by the Awarded Vendor's Sorghum Bid, and leave standing in the field until a spring date agreed upon by the Farm Manager and the Awarded Vendor. Production will be determined using the NMDGF Protocol for Measuring Sorghum Production Using the Sorghum Yield Component Method (see Attachment 3).
 - c. Working with the Farm Manager, mutually agree upon and sign an annual Farm Plan identifying specific fields designated for production of the grain corn and grain sorghum obligation.
 - d. Participate with the Farm Manager annually to perform grain corn and grain sorghum Yield Component Method surveys to verify production measurements.
 - 1) Based upon the results of Yield Component Method Surveys, if the Awarded Vendor will be unable to produce 600,000 pounds of grain corn, and/or the quantity of grain sorghum specified by the Awarded Vendor's Sorghum Bid, for that annual period by October 31, the Awarded Vendor shall, by November 30, make up applicable shortfalls by providing DGF with the balance of poundage of the respective grains.
 - 2) Shortfall grains shall be subject to inspection and approval by the Farm Manager at point of delivery prior to acceptance of delivery.
3. Plant, harvest, and use/sell agricultural crops to cover their (the Awarded Vendor's) costs, per the following specifications and obligations:
 - a. Produce legume or other soil-improving crops for the benefit of the Awarded Vendor in fields specified in the annual farm plan, which references Attachment 1.
 - b. Produce crops for the benefit of the Awarded Vendor on remaining acreage (i.e., all acreage not otherwise obligated per the terms of this ITB).
 - c. Awarded Vendor may double-crop fields provided that such double-cropping does not negatively impact other obligations as required by this ITB.
4. Obtain approval of all crops, seed, pesticides, fertilizers, and any other chemicals used on the WMAs from the Farm Manager prior to application or use.
5. Perform all necessary general maintenance of fields and improvements required for the continued operation of the acreage under cultivation.

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6. Complete all repairs identified by the Farm Manager from damages to the Property caused by the Awarded Vendor.
7. Not later than October 31 of each year, provide the Farm Manager with records of the following dates and activities from the prior farming season:
 - a. Planting dates
 - b. Planting rate
 - c. Field operations
 - d. Irrigation schedules
 - e. Pesticide applicator's license number
 - f. Pesticide use records, in accordance with NMDA Pesticide Compliance Bureau regulations.

D. Obligations and Privileges of the Department

The Department shall:

1. Provide access to the Property during production and harvest season. Access by the Awarded Vendor may be limited during public use seasons as deemed necessary for wildlife management or public safety reasons by the Farm Manager. The Awarded Vendor will be notified prior to such restrictions becoming active.
2. Ensure that the Farm Manager and Awarded Vendor mutually agree upon and sign a Farm Plan annually identifying specific fields designated for production of the grain corn and grain sorghum obligation required by this ITB/DPA.
3. Allow temporary parking area for equipment during production and harvest season. The Department will not be liable for any damages, theft, or loss to vehicles in the temporary parking area.
4. Coordinate annual grain corn and grain sorghum yield component method surveys to measure production.
5. Be responsible for water payments to the Middle Rio Grande Conservancy District.

E. Depredation Claims

At no time during the term of this Price Agreement shall the Awarded Vendor claim any depredation damage to agricultural crops growing, harvested, or stored in any manner by vendor after harvest pursuant to this Agreement, by state or federally listed wildlife species or wildlife species protected under Chapter 17 NMSA.

F. Agency Point of Contact

The Farm Manager shall be the DGF Point of Contact (POC) for the DPA resulting from this ITB.

Milnor Lucero, Farm Manager
Ladd S. Gordon Waterfowl Complex
505-270-8318
Milnor.Lucero@dgf.nm.gov

*** End of Specifications ***

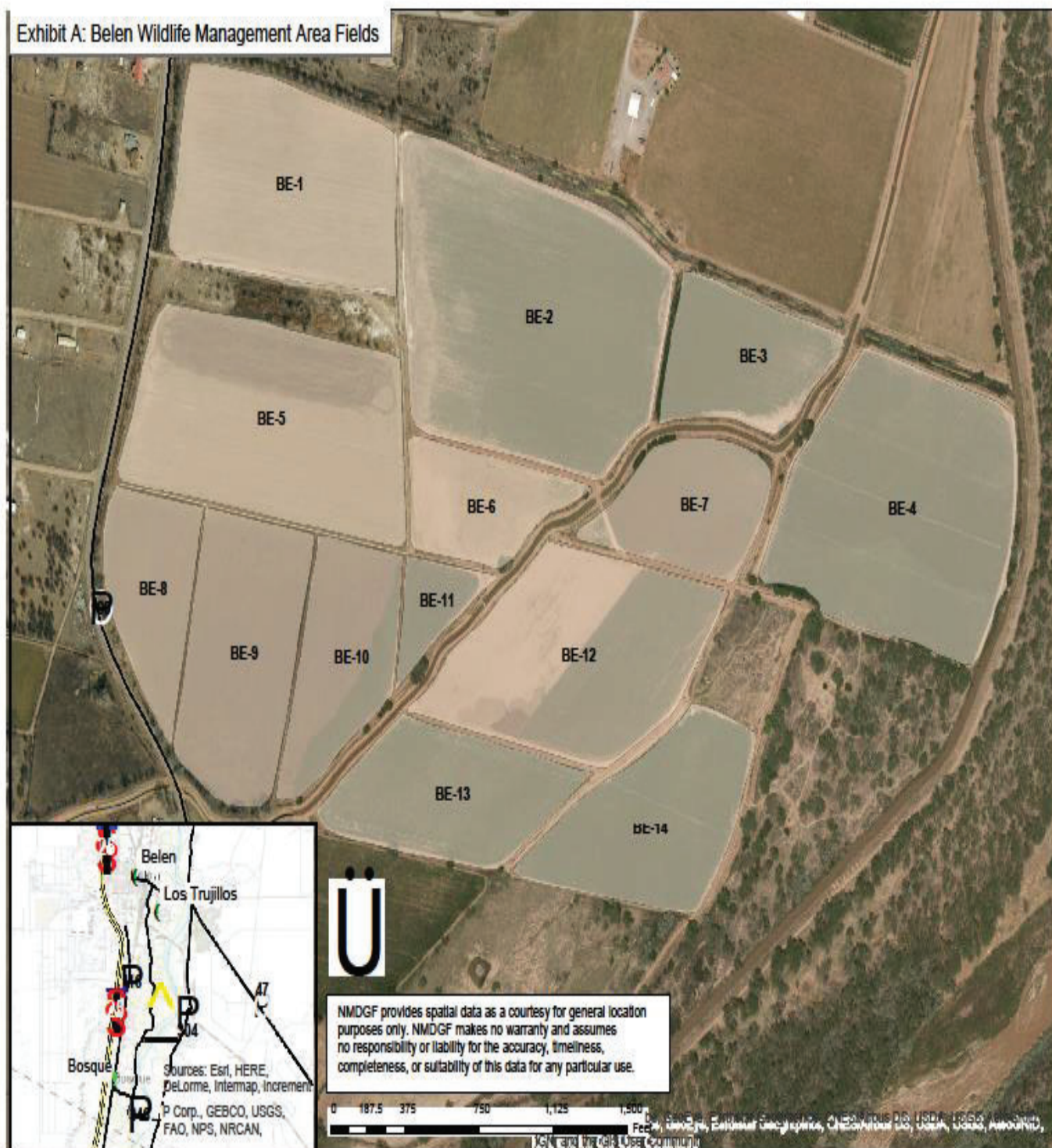
Item	Approx. Qty.	Unit	Article and Description	Vendor Bid in Pounds (LBS)
1	475,000	LB - Pounds	Sorghum Bid – Pounds of grain sorghum; Awarded Vendor agrees to produce and leave standing in the field annually for the benefit of local wildlife and the DGF. Minimum Bid: 475,000 pounds.	931,000 LBS Cmt: My Bid Is 931,000 lbs

*** 1 Item Awarded Total***

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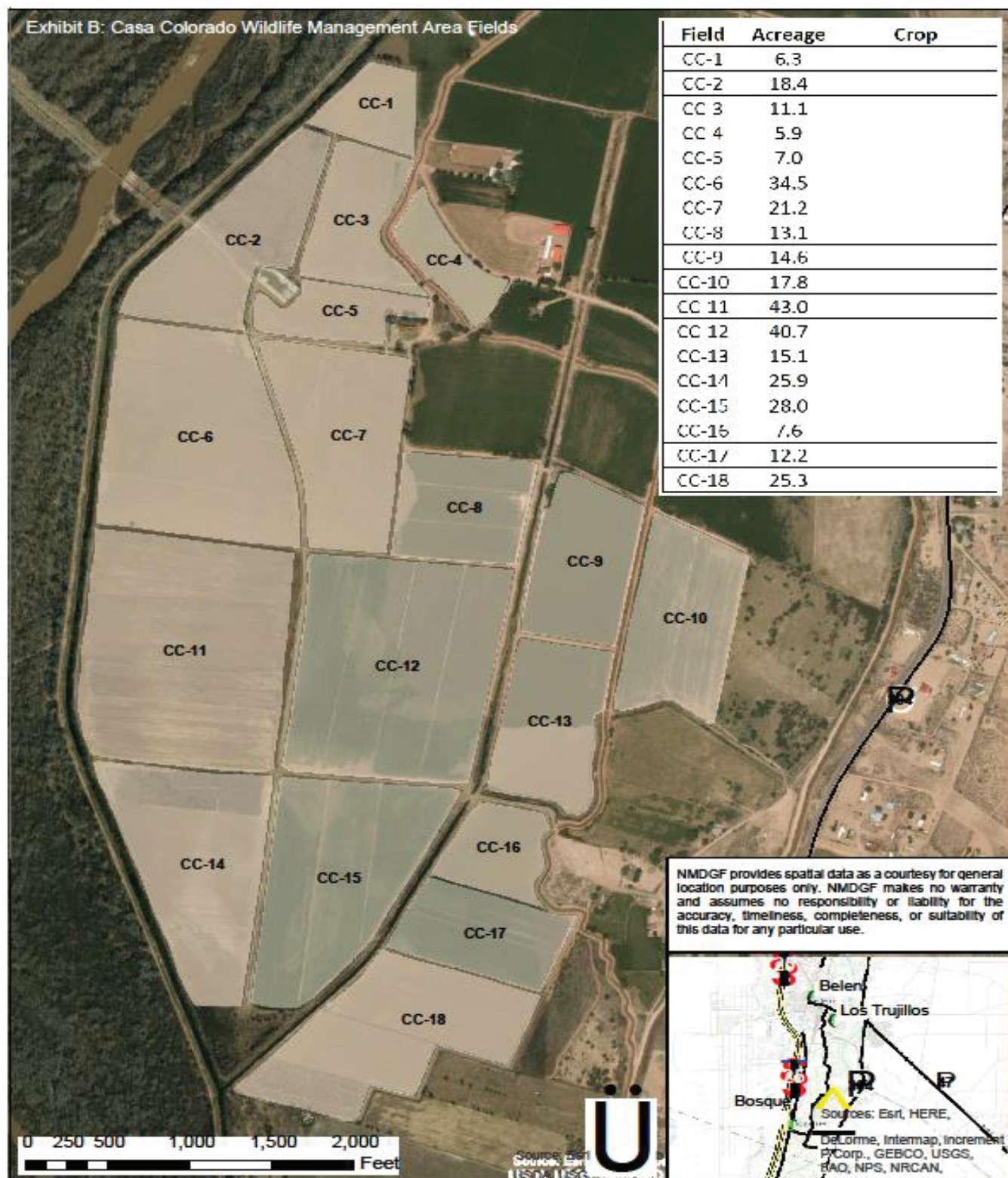
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**Attachment 1: Exhibit A, Belen Wildlife Management Area Map, and
Exhibit B, Casa Colorado Wildlife Management Area Map**



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Attachment 2



Phase 1: In the Field (Use the Datasheet Provided)

1. Randomly locate the appropriate number of survey line locations in each Field:

Fields with even corn production	1 point per 5 acres
Fields with uneven corn production	1 point per 4 acres

2. Measure a survey line along the corn row based on row spacing in the field:

Row Spacing	Length of Survey Line
20"	26' 2"
30"	17' 5"
36"	14' 6"
38"	13' 9"
40"	13' 1"

3. Along the survey line, count and record the number of harvestable ears across all plants
4. Along the survey line, pick every 5th ear of corn and record the number of ears picked
5. For each ear, count and record the number of kernels lengthwise from stem to tassel
6. Break each ear in half; count and record the number of kernels around the cob

Phase 2: In the Office (Enter Data into the Spreadsheet Provided)

7. Calculations for Each Survey Line

- Number of Kernels Per Ear = Kernels Lengthwise (#5) x Kernels Around (#6)
- Total Number of Kernels for All Ears = Add up the Number of Kernels Per Ear for all ears picked on the survey line
- Average Number of Kernels Per Ear = Total Number of Kernels for All Ears / Number of Ears Picked (#4)
- Number of Kernels in Survey Line = Average Number of Kernels Per Ear x Number of Harvestable Ears in Survey Line (#3)

8. Calculations for Each Field

- Total Number of Kernels for All Lines = Add up the Number of Kernels in Survey Line for all survey lines in the Field.
- Average Number of Kernels per Line = Total Number of Kernels for all Lines / Number of Survey Lines (#1)
- Yield in Bushels Per Acre = Average Number of Kernels Per Line / 90*
- *We have chosen to use yield estimates of 90,000 kernels per bushel.
- Yield in Pounds Per Acre for Field = Yield in Bushels Per Acre x 56
- Total Yield in Field – Yield in Pounds Per Acre for Field x Number of Acres in Field

Adapted From: Fromme, J. Copes, and T. Price. 2017. Estimating Yield Potential of Corn. Louisiana State University Ag Center. http://www.lsuagcenter.com/~media/system/e/a/b/d/eabd559643cc67233a2a66155762e417/pub3605_estimating%20yield%20potential%20of%20cornpdf.pdf. Accessed 17 August 2018.

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Attachment 3



Phase 1: In the Field (Use the Datasheet Provided)

1. Randomly locate the appropriate number of survey line locations in each Field:

Fields with even sorghum production	1 point per 5 acres
Fields with uneven sorghum production	1 point per 4 acres

2. Measure a survey line along the sorghum row based on row spacing in the field:

Row Spacing	Length of Survey Line
20"	26' 2"
30"	17' 5"
36"	14' 6"
38"	13' 9"
40"	13' 1"

3. Count and record the number of sorghum heads along the entire survey line

Phase 2: In the Office (Enter Data into the Spreadsheet Provided)

4. Calculations for Each Survey Line

- Number of Seeds in Survey Line = 2,500 seeds per head* x Number of Sorghum Heads in Survey Line (#3)

*We have chosen to use 2,500 seeds per head given good, irrigated field conditions

5. Calculations for Each Field

- Total Number of Seeds for All Lines = Add up the Number of Seeds in Survey Line for all survey lines in the Field.
- Average Number of Seeds per Line = Total Number of Seeds for all Survey Lines / Number of Survey Lines (#1)
- Yield in Pounds Per Acre = Average Number of Seeds Per Line / 17.723*
- *We have chosen to use yield estimates of 17,723 seeds per pound given good, irrigated field conditions
- Yield in Bushels Per Acre for Field = Yield in Pounds Per Acre / 56
- Total Yield in Field – Yield in Pounds Per Acre for Field x Number of Acres in Field

Adapted From: Extension Agronomy eUpdate. Issue 424. 2013. Method for Estimating Sorghum Yields. Kansas State University Agronomy. https://webapp.agron.ksu.edu/agr_social/eu_article.throck?article_id=692. Accessed 17 August 2018.

Certificate Of Completion

Envelope Id: 89D5F657B98B4D14BCC989FE09B23580

Status: Completed

Subject: GSD/SPD Procurement#: 30-51600-22-05624

Source Envelope:

Document Pages: 12

Signatures: 1

Certificate Pages: 5

Initials: 2

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Envelopeld Stamping: Enabled

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

Envelope Originator:

Kimberly A Hunt-Brown

1100 S Saint Francis Dr

Santa Fe, NM 87502

Kimberly.Hunt-Brown@gsd.nm.gov

IP Address: 164.64.63.2

Record Tracking

Status: Original

2/27/2023 3:44:00 PM

Holder: Kimberly A Hunt-Brown

Kimberly.Hunt-Brown@gsd.nm.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Natalie Martinez

natalie.martinez1@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

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Signed: 2/27/2023 4:05:57 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kimberly A Hunt-Brown

kimberly.hunt-brown@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Signed: 2/27/2023 4:18:22 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk

valerie.paulk@gsd.nm.gov

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 67.0.204.48

Signed using mobile

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Signed: 2/27/2023 4:52:11 PM

Electronic Record and Signature Disclosure:

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

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

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

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	2/27/2023 4:51:49 PM
Signing Complete	Security Checked	2/27/2023 4:52:11 PM
Completed	Security Checked	2/27/2023 4:52:11 PM
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

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 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 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 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.