



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

Price Agreement Amendment

Awarded Vendor:
5 Vendors

Number: 00-51600-20-05566

Amendment No.: Two

Term: July 20, 2020 – July 19, 2023

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

Procurement Specialist: Karen G. Acosta
Gonzalez

Telephone No.: 505-372-9264

Email: Karen.Acosta-Gonzal@state.nm.us

Invoice:
Same as "Ship To"

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

Title: Helicopter Rental and Services

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

This amendment is issued to reflect the following effective immediately: In accordance with Price Agreement provisions and by mutual agreement of all parties except (AD) Quicksilver Air, Inc., this Price Agreement is extended from July 20, 2022 to July 19, 2023 at the same price, terms and conditions

In accordance with Price Agreement provisions and by agreement of NM State Purchasing Division, the New Mexico Department of Game and Fish and (AD) Quicksilver Air, Inc., this Price agreement is extended from July 20, 2022 to July 19, 2023 at the same terms and conditions, with a price increase as shown in the table on the following page.

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

Accepted for the State of New Mexico

Valerie Paulk

Date 6/15/2022

Valerie Paulk, New Mexico State Purchasing Agent

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

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

MS CF

00-51600-20-05566**(AD) Quicksilver Air Inc.**

Item	Old Price	New Price
006	\$150.00	\$160.70
007	\$1.50	\$2.00
008	\$2,200.00	\$2,400.00
009	\$600.00	\$650.00
010	\$950.00	\$1,100.00
011	\$2,200.00	\$2,400.00
012	\$55.00	\$60.00

Certificate Of Completion

Envelope Id: 5D7F0692875545F7B9D9556801095054

Status: Completed

Subject: Please DocuSign: SPD SPA 00-516-20-05566 A002

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Clarke Fountain

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

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

ClarkeJ.Fountain@state.nm.us

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Clarke Fountain

Location: DocuSign

6/15/2022 9:58:25 AM

ClarkeJ.Fountain@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Michael Saavedra

ms

Sent: 6/15/2022 10:00:09 AM

michael.saavedra@state.nm.us

Viewed: 6/15/2022 10:03:36 AM

New Mexico General Services

Signed: 6/15/2022 10:03:51 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to

michael.saavedra@state.nm.us

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

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

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

Clarke Fountain

CF

Sent: 6/15/2022 10:03:52 AM

clarkej.fountain@state.nm.us

Viewed: 6/15/2022 10:04:16 AM

Procurement Specialist

Signed: 6/15/2022 10:04:28 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Signed by link sent to clarkej.fountain@state.nm.us

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk

Valerie Paulk

Sent: 6/15/2022 10:04:29 AM

Valerie.Paulk@state.nm.us

Viewed: 6/15/2022 10:37:41 AM

Signed of Behalf of State Purchasing Agent

Signed: 6/15/2022 10:41:18 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None), Login with SSO

Signed by link sent to Valerie.Paulk@state.nm.us

Using IP Address: 97.123.170.252

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
Envelope Sent	Hashed/Encrypted	6/15/2022 10:00:09 AM
Certified Delivered	Security Checked	6/15/2022 10:37:41 AM
Signing Complete	Security Checked	6/15/2022 10:41:18 AM
Completed	Security Checked	6/15/2022 10:41:18 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

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:

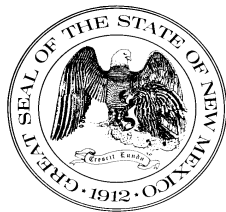
<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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.



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

Price Agreement Amendment

Awarded Vendor:
5 vendors

Email: _____
Telephone No.: _____

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

Invoice:
Same as "Ship To"

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

Number: **00-51600-20-05566**

Amendment No.: **ONE**

Term: **July 20, 2020 thru July 19, 2022**

Procurement Specialist: **Karen G Acosta**

Telephone No.: **505-372-9264**

Email: **Karen.Acosta-Gonzal@state.nm.us**

Title: Helicopter Rental and Services

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 20, 2021 to July 19, 2022 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

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 5/20/2021

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

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

JSL MS

Certificate Of Completion

Envelope Id: 264E0DEC306B40E18A4AB7F0F73DE9F7

Status: Completed

Subject: Please DocuSign: SPD SPA

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Michael Saavedra

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

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

Michael.Saavedra@state.nm.us

IP Address: 174.237.136.123

Record Tracking

Status: Original

Holder: Michael Saavedra

Location: DocuSign

5/20/2021 2:12:15 PM

Michael.Saavedra@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Michael Saavedra

michael.saavedra@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.237.136.123

Sent: 5/20/2021 2:13:41 PM

Viewed: 5/20/2021 2:13:52 PM

Signed: 5/20/2021 2:13:59 PM

Electronic Record and Signature Disclosure:

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

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

Travis Dutton- Leyda

Travis.Dutton-Leyda@state.nm.us

IT & Construction Bureau Chief

New Mexico General Services, State Purchasing
DivisionSecurity Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 73.127.219.222

Sent: 5/20/2021 2:14:01 PM

Viewed: 5/20/2021 3:23:44 PM

Signed: 5/20/2021 3:23:50 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign


Valerie Paulk

valerie.paulk@state.nm.us

State Purchasing Agent

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.205.35.30

Signed using mobile

Sent: 5/20/2021 3:23:52 PM

Viewed: 5/20/2021 3:24:51 PM

Signed: 5/20/2021 3:25:15 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
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Envelope Sent	Hashed/Encrypted	5/20/2021 2:13:41 PM
Certified Delivered	Security Checked	5/20/2021 3:24:51 PM
Signing Complete	Security Checked	5/20/2021 3:25:15 PM
Completed	Security Checked	5/20/2021 3:25:15 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.

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

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

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G. To advise SPD of your new email address

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H. To request paper copies from SPD

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I. To withdraw your consent with SPD

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(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

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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:
5 Awarded Vendors (See page 6)

Price Agreement Number: 00-51600-20-05566

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See page 6

Ship To:
New Mexico Department of Game and Fish
#1 Wildlife Way
Santa Fe, NM 8707

Procurement Specialist: Amber Sanchez

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

Invoice:
Same as "Ship To"

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

Title: Helicopter Rental and Services

Term: July 20, 2020 thru July 19, 2021

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

Accepted for the State of New Mexico

Valerie Perea for

Mark Hayden, New Mexico State Purchasing Agent

Date: 7/16/20

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 00-51600-20-05566

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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 subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 00-51600-20-05566

Page-3

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://www.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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Awarded Vendors:

(AA) 0000067491
Aero Tech, LLC
5333 E. 21st Street
Clovis, NM 88101
(575) 763-4300
patti@aerotechteam.com

Delivery: 5333 E. 21st Street
Clovis, NM 88101

(AB) 0000103274
Heliwild LLC
501 W. Powell Lane, Suite 201
Austin, TX 78753
(979) 203-6735
office@heliwild.com

Delivery: N/A

(AC) 0000067269
Papillon Airways Inc.
dba Papillon Grand Canyon Helicopters
PO Box 455
3568 Airport Rd
Grand Canyon, AZ 86023
(928) 242-6239
joshua.coplan@papillon.com

Delivery: We can deliver services beginning
7/1/2020

(AD) 0000055551
Quicksilver Air Inc.
2721 Cormorant Street
Fairbanks, AK 99709
(719) 684-4192
sharon@quicksilverair.com

Delivery: We would serve this contract from our
satellite base in Peyton Colorado
(Meadowlake Airport, CO)

(AE) 0000067207
Southwest Heliservices LLC
PO Box 22108
Tucson, AZ 85734
(520) 294-4500
gezell@swheli.com

Delivery: Double Eagle Airport, ABQ

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Specifications:

The Department of Game and Fish would like to establish a Price Agreement to provide Helicopter Rental and Services for wildlife and fisheries work. The helicopter and crew will be used by the Department of Game and Fish for wildlife survey work, wildlife and fish transporting, surveillance, cargo and equipment hauling, long-lining, and wildlife capture work.

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

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

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

Due to the large geographic size of the state of New Mexico we wish to award multiple vendors. This will allow NMDGF to potentially have multiple surveys going at the same time and could potentially reduce transportation expenses to those locations. Additionally, safety is a primary concern and as a result, aircraft are often down for maintenance, rendering them unavailable. Historically, few companies exist that meet the minimum qualifications specified in this Invitation to Bid, therefore their schedules can be full and a given company may not be available to work. Additionally, the type of flying being requested is low level and often under dangerous conditions. Not all pilots are experienced in the type of flying we are requesting. As such, pilots need to be pre-approved by the Department's Chief Pilot before Department staff are allowed in the aircraft.

A. Helicopter Specification: any contract helicopter with Agency personnel inside must be turbine powered and have a minimum seating for the pilot and at least 2 passengers.

1. The contractor must own at least one of the following helicopters, or equivalent:
 - a. Bell Jet Ranger 206BIII;
 - b. Bell Long Ranger 206LIII;
 - c. Hughes 500D;
 - d. A-star AS350 B2 or B3;
 - e. MD 530FF
 - f. Any additional aircraft suitable to perform the work. Please specify helicopter model.

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B. Pilots

1. Pilots should have, at a minimum, a commercial helicopter pilot's license with a minimum of 2500 hours total flight time, of which 1000 hours must have been in helicopters and 250 hours of helicopter time must be mountain or high-density altitude flying. See 'IMPORTANT INSTRUCTIONS' below for detailed requirements.
2. Pilots must have a minimum of 200 hours of wildlife surveys and/or capture time, or equivalent experience. See 'IMPORTANT INSTRUCTIONS' below for detailed requirements.
3. Contractor must hold a certification by the FAA, part 135 operations. See 'IMPORTANT INSTRUCTIONS' below for detailed requirements.

C. Insurance

4. The Contractor must carry Liability Insurance of \$5,000,000.00 for the entire term of the award. Any time Agency personnel are to ride in the helicopter, the Agency and the State of NM should be listed as an additional insured. See 'IMPORTANT INSTRUCTIONS' below for detailed requirements.

Additional Considerations:

A. Place of Operation

The contractor will provide service anywhere in New Mexico deemed necessary by the Agency. Fuel for the helicopter will be provided by the Contractor at the site of operation when it is more economical than flying to an airport or other fuel site. All routine maintenance of the aircraft will be performed by the contractor.

B. Inspections

All aircraft and pilots furnished are subject to pre-use and post-use inspection and check. A status sheet of required inspections will be provided to the Department upon request. Any pilots flying under this contract are subject to an approval process that may include a review of the pilots experience and a check-ride. The Department may reject any aircraft or pilot not meeting the Department's criteria.

C. Passenger briefing

A thorough passenger brief will be performed by the pilot before each mission. This will include: Personal Protective Equipment required, emergency equipment, weather, fuel quantity, towers, military training routes (MTR's), military operations area (MOA's), hunts in the area, and aircraft performance data.

Specifications for Wildlife Survey Work:

- A. The Contractor will survey wildlife in the state of New Mexico using helicopter methods (grid searching, terrain contouring, or equivalent). The Contractor will have space for at least 2 passengers in the helicopter. Pilots will be expected to be skilled with all of the following situations: low-level maneuvering, high density altitude, adverse weather, and complex terrain.

- B. Equipment for surveys will be provided by Agency personnel.

Specifications for Wildlife Capture Work:

- A. The Contractor will capture wildlife in the state of New Mexico with the helicopter net-gun method and either transfer animals to a central processing location, or process at capture site and release. The Contractor may be required to radio-collar, draw blood, collect other biological samples, and provide injections. Processing items will be provided by the Agency. Animals transported to a central location will be blindfolded, hobbled, placed in sling

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bags, and slung upright in transport in or under the helicopter. Contractors will be expected to use the most efficient and humane methods to minimize capture stress.

- B. Depending on the project, contractors may be required to provide equipment necessary, including but not limited to, helicopter pilot, net-gunner, net-gun and nets, muggers, hobbles and blindfolds, dart gun, fuel truck, fuel truck driver, and a long line.
- C. Contractors may be required to provide helicopter access to Agency personnel for net-gun or darting animals if determined necessary by the Agency, in cooperation with contract veterinarians, the Contractor, and other capture personnel.

*****IMPORTANT INSTRUCTIONS*****

Due to the possibility of this award utilizing Federal Funds, awarded supplier(s) must be registered under the Federal System of Award Management (SAMS) and have a status of 'ACTIVE' throughout the term of the award.
<https://www.sam.gov/SAM/>

The following documents ***must be submitted at bid opening*** to State Purchasing in order to place company on price agreement. NMDGF reserves the right to affirm or verify the requested/submitted documents.

- 1) Certification by the FAA, part 135 operations
- 2) Proof of Liability Insurance of \$5,000,000.00
- 3) At least 2 verifiable (either phone or written) references of individuals who can speak to the company's ability to perform wildlife work.
- 4) Resume of at least 1 pilot on staff that has a minimum of the following:
 - o 1,000 hours of flight time in a helicopter
 - o 250 hours of mountain or high-density altitude flying
 - o 200 hours of wildlife capture work OR wildlife survey work (see above for specifications for Wildlife Capture Work and Wildlife Survey Work), capture time, or equivalent experience.

- *NOTE: A pilot may have 1,000 hours; 250 of which are mountain flying for wildlife survey work. This would qualify as the necessary experience for this scope of work.*

*****End of Specifications*****

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Hour	Rental – helicopter, Bell Jet Ranger 206BIII (Hourly Charge)	<u>(AE) \$950.00</u> Bell 206B Helicopter from nearest company base to customer's location.
002	1	Hour	Rental – helicopter, Bell Long Ranger 206LIII (Hourly Charge)	<u>(AC) \$1,200.00</u> Bell 206 LIII at a working rate of <u>\$1,200.00</u> per flight hour. We will also offer a ferry rate for this helicopter of <u>\$900.00</u> per flight hour. We currently have 4 contract equipped Bell 206L-1C30P/ LIII's. <u>(AE) \$1,400.00</u> Bell 206L- 1/C30P or L3
003	1	Hour	Rental – helicopter, Hughes 500D (Hourly Charge)	<u>(AA) \$900.00</u> MD 530FF. It is a MD 500 with 200 extra horse power for added safety and high altitude performance.
004	1	Hour	Rental – helicopter, A-Star As350B2 or B3 (Hourly Charge)	<u>(AC) \$1,850.00</u> AS350B3E's at a working rate of <u>\$1,850.00</u> per flight hour. We would offer a ferry rate for this aircraft of <u>\$1,100.00</u> per flight hour. We currently have 4 contract equipped AS350B3E's.
005	1	Hour	Rental – any additional aircraft suitable to perform work described in the specifications	<u>(AA) \$1,500.00</u> Bell 407, similar in performance and capability to a B3 Astar.
006	1	Day	Per diem per crew member (to be used for overnight stays not regular work hours)	<u>(AA) \$151.00</u> <u>(AB) \$120.00</u> <u>(AC) \$151.00</u> Per diem is based off of the standard FTR rate set by the Federal Govt. <u>(AD) \$150.00</u> Per diem per person, per day crew of 3-4 <u>(AE) \$175.00</u> Per crew member/ per night
007	1	Mile	Fuel truck cost per mile driven to site	<u>(AA) \$1.83</u> <u>(AB) \$1.50</u> <u>(AC) \$2.50</u> <u>(AD) \$1.50</u> Fuel truck mileage would start out at Peyton CO. Base <u>(AE) \$1.70</u> Plus <u>\$350.00</u> per day
008	1	Hour	Wildlife net-gun captures Option A includes: helicopter rental of a Hughes 500D or better, all helicopter expenses and contractor salaries.	<u>(AA) \$1,500.00</u> <u>(AB) \$1,850.00</u> <u>(AC) \$1,200.00</u> Capture rate for the Bell 206LIII at <u>\$1,200.00</u> per flight hour. Capture rate for the AS350B3E at <u>\$1,850.00</u> per flight hour. <u>(AD) \$2,200.00</u> Capture rate per hour if hourly rate used <u>(AE) \$1,535.00</u> 3 Hour minimum

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Item	Approx. Qty.	Unit	Article and Description	Unit Price																		
009	1	Each	Wildlife net-gun captures Option B includes: cost per animal caught, all helicopter expenses and contractor salaries.	<p>(AA) \$700.00 (AB) See List below:</p> <table> <tr> <th>Species</th><th>Capture Rates</th></tr> <tr> <td>Elk</td><td>\$750.00 Each</td></tr> <tr> <td>Bighorn Sheet</td><td>\$750.00 Each</td></tr> <tr> <td>Mule Deer</td><td>\$550.00 Each</td></tr> <tr> <td>Pronghorn Antelope</td><td>\$550.00 Each</td></tr> <tr> <td>Oryx</td><td>\$950.00 Each</td></tr> <tr> <td>Ibex</td><td>\$750.00 Each</td></tr> <tr> <td>Barbary Sheep</td><td>\$750.00 Each</td></tr> </table> <p>Low Density Areas: Catch rate 3 and less will switch to hourly catch rate</p> <table> <tr> <td>Ferry into state</td><td>\$1,000.00 Hour</td></tr> </table> <p>(AD) \$600.00 Capture rate per animal, if capture rate falls below 3.5 animals per hour hourly rate applies.</p>	Species	Capture Rates	Elk	\$750.00 Each	Bighorn Sheet	\$750.00 Each	Mule Deer	\$550.00 Each	Pronghorn Antelope	\$550.00 Each	Oryx	\$950.00 Each	Ibex	\$750.00 Each	Barbary Sheep	\$750.00 Each	Ferry into state	\$1,000.00 Hour
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Elk	\$750.00 Each																					
Bighorn Sheet	\$750.00 Each																					
Mule Deer	\$550.00 Each																					
Pronghorn Antelope	\$550.00 Each																					
Oryx	\$950.00 Each																					
Ibex	\$750.00 Each																					
Barbary Sheep	\$750.00 Each																					
Ferry into state	\$1,000.00 Hour																					
010	1	Hour	Helicopter ferry costs flown to, between and from the capture site.	<p>(AA) \$800.00 Per hour for MD 530FF and \$1,400.00 Per hour Bell 407 (AB) \$1,000.00 (AC) \$900.00 Ferry rate for the Bell 206LIII of \$900.00 per flight hour. Ferry rate for the AS350B3E of \$1,100.00 per flight hour. (AD) \$950.00 Ferry would start from out Peyton CO. Base or from a closer location if we are working nearby. (AE) \$950.00</p>																		
011	1	Hour	Long lining	<p>(AA) \$900.00 Per hour MD 530FF and \$1,500.00 Per hour Bell 407 (AB) \$1,350.00 (AC) \$1,200.00 Bell 206LIII at a Long Line rate of \$1,200.00 per flight. The AS350B3E at a Long Line rate of \$1,850.00 per flight hour. (AD) \$2,200.00 We would use our same hourly rate if animals are to be slung in. (AE) \$1,450.00 Bell 206Lv 1/C30P or L3 only</p>																		
012	1	Each	Per diem per crew member other than overnight stays	<p>(AA) \$55.00 (AB) \$120.00 (AD) \$55.00 Meals only if lodging not needed or required.</p>																		

*** 12 Awarded Items Total ***