



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
7 Vendors

Price Agreement Number: **30-51600-22-05616**

Payment Terms: **Net 30**

F.O.B.: **Delivery**

Delivery: **As Requested**

Ship To:
Nicole Tatman
Big Game Program Manager
New Mexico Game and Fish One Wildlife Way
Santa Fe, NM 87507
Ph: 505-476-8035
nicole.tatman@state.nm.us

Procurement Specialist: **Clarke J. Fountain**

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

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

Invoice:
Nicole Tatman
Big Game Program Manager
New Mexico Game and Fish One Wildlife Way
Santa Fe, NM 87507
Ph: 505-476-8035
nicole.tatman@state.nm.us

For questions regarding this agreement please contact:
Timothy Sintas (505) 470-3561

Title: Promote and Sell Big Game Licenses

Term: October 20, 2022 – October 19, 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

New Mexico State Purchasing Agent

Date: 10/20/2022

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

MS CF

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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Awarded Vendors:

(AA) 0000169644
Houston Safari Club Foundation
14811 St. Mary's Lane Suite 265
Houston, TX 77079
832 841 0022
joe@wehuntwegive.org

(AB) 0000042610
Mule Deer Foundation
1939 S. 4130 W. Ste H
Salt Lake City UT 84104
801 973 3940
Jsnitker@muledeer.org

(AC) 0000071044
National Wild Turkey Foundation
770 Augusta Rd
Edgefield, SC 29824
480-209-3950
jwatts@nwtf.net

(AD) 0000113079
New Mexico Ducks Unlimited
1 Waterfowl Way
Memphis, TN 38120
830-221-8046
mwilson@ducks.org

(AE) 0000044995
Rocky Mountain Elk Foundation
5705 Grant Creek Road
Missoula, MT 59808
575 654 5073
lredman@rmef.org
tsweet@rmef.org (970) 640-1667

(AF) 0000051346
The New Mexico Chapter of the Foundation for North American Wild Sheep
PO Box 134
Garfield, NM 87936
575-635-3499
newmexicowildsheep@gmail.com
bartlebc@yahoo.com

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(AG) 0000015238
Wild Sheep Foundation
HQ 412 Pronghorn Trail
Bozeman, MT 59718
406-404-8753
khurley@wildsheepfoundation.org
knieters@wildsheepfoundation.org 406-404-8764

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Specifications:**Statement of Work**

The New Mexico Department of Game and Fish (Department) requests a Price Agreement for a vendor that can promote and sell big game enhancement license authorizations. License authorizations will be sold at auction for: Elk, Deer, Bighorn Sheep, Gould's Turkey, and Big Game Package Enhancement (with each package consisting of one each: Elk, Deer, Ibex, Oryx, and Pronghorn authorizations). In addition authorizations will be sold by raffle for Elk, Deer, Gould's Turkey, and Bighorn Sheep.

Term of Price Agreement:

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 five (5) additional years, on 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 six (6) years.

Escalation / Reduction Clause:

Contractor shall keep pricing fixed for each year of this Price 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 Price Agreements and amendments to Price 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.

Multiple Awards

The Department of Game and Fish is requesting multiple vendors to be included on the Price Agreement as there are multiple license authorizations and they cannot all be sold at one venue due to the timing of events and dates that can be legally hunted per Department rule.

Bidders are not required to bid on each item. The Department requests that multiple vendors be awarded for EACH item below so that the license authorizations can be sold in the event that one or more vendors are unavailable.

Scope of work

Qualifications are listed below and should be specifically responded to.

- A. Selected bidders will promote and sell Big Game License Authorizations and will send payment (total revenue minus % of proceeds charged by the vendor) to the Department no later than thirty (30) days following the drawing for the raffle or auction event.
- B. The Organizations will have the following qualifications and/or abilities:

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1. Non-Profit Organization Status - Organizations must be incorporated and nonprofit - 501 (c) (3). A statement of concurrence is required.
 2. Experience as Fund Raiser - Organizations must have previous experience as a fund raiser for similar activities of promoting and selling sport-hunting licenses/permits.
 3. Involvement with Wildlife Management/Conservation - Organizations must have previous involvement with wildlife management activities and programs.
 4. Fund Raising Plan – On request, organizations will provide specifics describing their fund raising plan indicating how the organization will promote, administer, and sell the license authorizations to maximize revenues.
 5. Promotion - Organizations must have a membership list available on request for the distribution of information regarding the auction/raffle license authorizations.
- C. Organizations bidding on auctioning license authorizations will have the following additional qualifications and/or abilities:
1. Organizations must host an annual event, during which the license authorizations will be advertised and auctioned.
 2. Organizations must provide a professional auctioneer that is well acquainted with the Organization's clientele and knows how to address bidders to increase bidding.
 3. Organization must be able to provide the Department with accommodations that include exhibit booth, shipping and handling of the display, furniture (tables, chairs, and carpeting), and electrical power during the convention where the auction occurs.
 4. Organization must be able to provide the Department with two (2) tickets to each banquet or event in which the authorizations will be raffled.
- D. Organizations bidding on the auction license authorization shall perform the following work.
- E. Promote New Mexico's Bighorn Sheep, Elk, Deer, Gould's Turkey, and /or Big Game Packages License Authorizations during the event and auction sponsored by the Organization, by ensuring the maximum exposure of New Mexico's high-quality bighorn sheep, elk, deer, Gould's turkey, ibex, oryx, and pronghorn hunting opportunities to potential bidders.
- F. Promote New Mexico's Bighorn Sheep, Elk, Deer, Gould's Turkey, and Big Game Packages Enhancement Authorizations through methods including but not limited to the Organization's publications or flyers that are mailed/emailed and/or distributed to its membership.
- G. Ensure New Mexico's Bighorn Sheep, Elk, Deer, Gould's Turkey, and Big Game Packages License Authorizations are auctioned at a venue designed to attract the broadest audience and maximize bids.
- H. Ensure that the auction is directed by a professional auctioneer that is well acquainted with the Organization's clientele and knows how to address bidders to increase bidding.
1. Provide the Department with the name and address of the buyer(s).
 2. Selected bidders will promote and sell New Mexico's Bighorn Sheep, Elk, Deer, Gould's Turkey, and Big Game Packages Enhancement Authorizations and will send payment (total revenue minus % of proceeds charged by the vendor) to the Department no later than 30 days following the event, or by June 30th each year, whichever occurs first.

Organizations bidding on the raffle ticket license authorizations shall perform the following work:

- I. Promote and sell raffle tickets for New Mexico's Bighorn Sheep, Gould's Turkey, Elk, or Deer License Authorizations.
- J. Promote New Mexico's Bighorn Sheep, Gould's Turkey, Elk, or Deer License Authorizations through methods including but not limited to information mailed, emailed, or otherwise distributed to its membership.
- K. Ensure raffle tickets for New Mexico's Bighorn Sheep, Gould's Turkey, Elk, or Deer License Authorizations are marketed to maximize sales.

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- L. Conduct the raffle drawing in a public venue in New Mexico.
1. Provide the Department with the name and address of the buyer(s).
 2. Selected bidders will promote and sell New Mexico's Bighorn Sheep, Gould's Turkey, Elk, or Deer License Authorizations and will send payment (total revenue minus % of proceeds charged by the vendor) to the Department no later than thirty (30) days following the drawing for the raffle, or by June 30th each year, whichever occurs first.

Cost Response:

Bidders are not required to bid on each item. Bidders may bid on promoting and selling one (1) or more of the Bighorn Sheep, Elk, Deer, Gould's Turkey, or Big Game Package (each package consisting of one each Elk, Deer, Ibex, Oryx, and Pronghorn Authorization) enhancement license authorizations. Subcontracting will be allowed, upon prior approval by the Department.. The Department requests that multiple vendors be awarded for EACH item below so that the license authorizations can be sold in the event that one or more vendors are unavailable.

The New Mexico gross receipts tax levied on the amounts paid shall be included in the costs listed below and paid by the organization.

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Items:

Item	Approx Qty	Unit	Description	Unit Price (AA)	Notes for Bidder (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Notes for Bidder (AD)	Unit Price (AE)	Unit Price (AF)	Unit Price (AG)	Notes for Bidder (AG)
1	Ea.	UN - Unit	Goulds turkey auction license authorization	30%	30% of the proceeds from auctioning the license authorization to New Mexico Department of Game & Fish	No bid	10%	0%	New Mexico Ducks Unlimited is bidding 0% of the proceeds from auctioning the license authorization	No bid	No bid	No bid	
2	Ea.	UN - Unit	Goulds turkey raffle license authorization	No bid	% of the proceeds of the raffle tickets	No bid	10%	No bid		No bid	No bid	No bid	
3	Ea.	UN - Unit	Desert bighorn sheep auction license authorization	70%	70% of the proceeds from auctioning the license authorization to New Mexico Department of Game & Fish	No bid	No bid	0%	New Mexico Ducks Unlimited is bidding 0% of the proceeds from auctioning the license authorization	No bid	No bid	10%	90% of the proceeds from auctioning the license authorization will be returned to NMDGF; 10% of the proceeds will be retained by WSF
4	Ea.	UN - Unit	Desert bighorn sheep raffle license authorization	No bid	% of the proceeds of the raffle tickets	No bid	No bid	No bid		No bid	20%	No Bid	
5	Ea.	UN - Unit	Rocky Mountain bighorn sheep auction license authorization	70%	70% of the proceeds from auctioning the license authorization to New Mexico Department of Game & Fish	No bid	No bid	0%	New Mexico Ducks Unlimited is bidding 0% of the proceeds from auctioning the license authorization	No bid	No bid	10%	90% of the proceeds from auctioning the license authorization will be returned to NMDGF; 10% of the proceeds will be retained by WSF
6	Ea.	UN - Unit	Rocky Mountain bighorn sheep raffle license authorization	No bid	% of the proceeds of the raffle tickets	No bid	No bid	No bid		No bid	20%	No bid	

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7	Ea.	UN - Unit	Elk auction license authorization	50%	50% of the proceeds from auctioning the license authorization to New Mexico Department of Game & Fish	10%	No bid	0%	New Mexico Ducks Unlimited is bidding 0% of the proceeds from auctioning the license authorization	No bid	No bid	No bid	
8	Ea.	UN - Unit	Elk raffle license authorization	No bid	% of the proceeds of the raffle tickets	No bid	No bid	No bid		30%	No bid	No bid	
9	Ea.	UN - Unit	Deer auction license authorization	30%	30% of the proceeds from auctioning the license authorization to New Mexico Department of Game & Fish	10%	10%	0%	New Mexico Ducks Unlimited is bidding 0% of the proceeds from auctioning the license authorization	No bid	No bid	No bid	
10	Ea.	UN - Unit	Deer raffle license authorization	No bid	% of the proceeds of the raffle tickets	No bid	No bid	No bid		No bid	No bid	No bid	
11	Ea.	UN - Unit	Big game package (consisting of one of each deer, elk, pronghorn, ibex, and oryx) license authorizations	50%	50% of the proceeds from auctioning the license authorizations	10%	No bid	0%	New Mexico Ducks Unlimited is bidding 0% of the proceeds from auctioning the license authorization	No bid	No bid	10%	90% of the proceeds from auctioning the license authorization will be returned to NMDGF; 10% of the proceeds will be retained by WSF
12	Ea.	UN - Unit	Other wildlife parts, as determined by the Department This is mean to encompass things like (but not limited to); bighorn sheep capes, bighorn sheep skulls, horn sheaths, deer antlers, etc., etc.	No bid	% of the proceeds from auctioning the Items	No bid	No bid	No bid		No bid	No bid	No bid	

*** 12 Items Awarded Total ***

Certificate Of Completion

Envelope Id: 5C0ABB23BAFC4C8394F76EDCB40E176B

Status: Completed

Subject: GSD/SPD Procurement#: 30-51600-22-05616

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Clarke Fountain

AutoNav: Enabled

13 Bataan Blvd

Envelopel Stamping: Enabled

Santa Fe, NM 87508

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

ClarkeJ.Fountain@gsd.nm.gov

IP Address: 164.64.63.2

Record Tracking

Status: Original

Holder: Clarke Fountain

Location: DocuSign

10/20/2022 9:38:14 AM

ClarkeJ.Fountain@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Michael Saavedra

MS

Sent: 10/20/2022 9:40:46 AM

michael.saavedra@gsd.nm.gov

Resent: 10/20/2022 9:41:59 AM

New Mexico General Services

Viewed: 10/20/2022 9:43:25 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed: 10/20/2022 9:43:57 AM

Using IP Address: 67.131.78.31

Electronic Record and Signature Disclosure:

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

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

Clarke Fountain

CF

Sent: 10/20/2022 9:43:59 AM

clarkej.fountain@gsd.nm.gov

Viewed: 10/20/2022 9:46:00 AM

Procurement Specialist

Signed: 10/20/2022 9:46:13 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 97.123.178.43

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk

Valerie Paulk

Sent: 10/20/2022 9:46:15 AM

Valerie.Paulk@gsd.nm.gov

Viewed: 10/20/2022 9:47:13 AM

Signed of Behalf of State Purchasing Agent

Signed: 10/20/2022 9:47:33 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

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

Using IP Address: 173.187.19.214

Signed using mobile

Electronic Record and Signature Disclosure:

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

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

In Person Signer Events**Signature****Timestamp****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	10/20/2022 9:40:46 AM
Certified Delivered	Security Checked	10/20/2022 9:47:13 AM
Signing Complete	Security Checked	10/20/2022 9:47:33 AM
Completed	Security Checked	10/20/2022 9:47:33 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.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

(2) Send SPD an email to 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.