



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

Price Agreement Amendment

Awarded Vendor:
0000139260
C.A.S.T.
Cast for Kids Foundation
2755 Commercial St. SE. Suite 101
Salem, OR 97302
Email: rebeccamabe@castforkids.org
Telephone No.: (256)506-0011

Number: **90-51600-19-05530**

Amendment No.: **Three**

Term: **May 2, 2019 – May 1, 2023**

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

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

Telephone No.: **505-490-3152**

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

Invoice:
Same as "Ship To"

For questions regarding this contract please contact:
Timothy Sintas 505 476 8144

Title: Warm Water Fishing Skills Education Training

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 May 2, 2022 to May 1, 2023 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: ⁴/7/2022

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

Certificate Of Completion

Envelope Id: 1FCB0A6AD9FC4EFF9A163491F51466E7

Status: Completed

Subject: Please DocuSign: SPD SPA 90-516-19-05530 A003

Source Envelope:

Document Pages: 1

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: 75.161.199.80

Record Tracking

Status: Original

Holder: Clarke Fountain

Location: DocuSign

3/31/2022 8:51:57 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

michael.saavedra@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 3/31/2022 8:54:31 AM

Viewed: 3/31/2022 9:07:08 AM

Signed: 3/31/2022 9:07:18 AM

Signature Adoption: Pre-selected Style

Signed by link sent to

michael.saavedra@state.nm.us

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

clarkej.fountain@state.nm.us

Procurement Specialist

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 3/31/2022 9:07:20 AM

Viewed: 3/31/2022 9:09:06 AM

Signed: 3/31/2022 9:09:16 AM

Signature Adoption: Pre-selected Style

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

Using IP Address: 75.161.199.80

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk

Valerie.Paulk@state.nm.us

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 3/31/2022 9:09:18 AM

Viewed: 4/7/2022 7:28:47 AM

Signed: 4/7/2022 7:29:03 AM

Signature Adoption: Pre-selected Style

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

Using IP Address: 164.64.62.10

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 | 3/31/2022 8:54:31 AM |
| Certified Delivered | Security Checked | 4/7/2022 7:28:47 AM |
| Signing Complete | Security Checked | 4/7/2022 7:29:03 AM |
| Completed | Security Checked | 4/7/2022 7:29:03 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.



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

Contract Amendment

Awarded Vendor:
0000139260
C.A.S.T.
Cast for Kids Foundation
2755 Commercial St. SE. Suite 101
Salem, OR 97302

Email: rebeccamabe@castforkids.org
Telephone No.: (256)506-0011

Number: 90-51600-19-05530

Amendment No.: Two

Term: May 2, 2019 thru May 1, 2022

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

Procurement Specialist: Sandra Lujan *SL*

Telephone No.: 505-827-0242

Email: sandrar.lujan@state.nm.us

Invoice:
Same as ship to

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

Title: Warm Water Fishing Skills Education Training

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

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from May 2, 2021 to May 1, 2022 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 2/10/2021

Mark Hayden, New Mexico State Purchasing Agent

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

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

MM

Certificate Of Completion

| | |
|--|-----------------------------|
| Envelope Id: 48286FA059BD439D9C79261D69EDEF3D | Status: Completed |
| Subject: Please DocuSign: SPD SPA | |
| Source Envelope: | |
| Document Pages: 1 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 2 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Sandra Lujan |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada) | 13 Bataan Blvd |
| | Santa Fe, NM 87508 |
| | SandraR.Lujan@state.nm.us |
| | IP Address: 174.237.130.251 |

Record Tracking

| | | |
|--------------------------------------|---------------------------|--------------------|
| Status: Original | Holder: Sandra Lujan | Location: DocuSign |
| 2/10/2021 11:41:24 AM | SandraR.Lujan@state.nm.us | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: GSD | Location: DocuSign |

| Signer Events | Signature | Timestamp |
|--|--|---|
| Sandra Lujan sandrar.lujan@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) | <i>SL</i> Signature Adoption: Pre-selected Style Using IP Address: 174.237.130.251 | Sent: 2/10/2021 11:50:35 AM Viewed: 2/10/2021 11:50:47 AM Signed: 2/10/2021 11:50:53 AM |

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

| | | |
|--|---|---|
| Natalie Martinez natalie.martinez1@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) | <i>MM</i> Signature Adoption: Pre-selected Style Using IP Address: 207.155.49.227 | Sent: 2/10/2021 11:50:55 AM Viewed: 2/10/2021 1:46:45 PM Signed: 2/10/2021 1:46:54 PM |
|--|---|---|

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

| | | |
|---|---|--|
| Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None) | <i>Valerie Paulk</i> Signature Adoption: Pre-selected Style Using IP Address: 174.237.12.242 Signed using mobile | Sent: 2/10/2021 1:46:55 PM Viewed: 2/10/2021 1:54:34 PM Signed: 2/10/2021 1:54:59 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 |
| Envelope Sent | Hashed/Encrypted | 2/10/2021 11:50:35 AM |
| Certified Delivered | Security Checked | 2/10/2021 1:54:34 PM |
| Signing Complete | Security Checked | 2/10/2021 1:54:59 PM |
| Completed | Security Checked | 2/10/2021 1:54:59 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.



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

Contract Amendment

Awarded Vendor
0000139260
C.A.S.T for Kids
2755 Commercial St. SE, Suite 101
Salem, OR 97302

Email: rebecca@castforkids.org
Telephone No.: (256) 506-0011

Contract Number: 90-516-19-05530

Contract Amendment No.: One

Term: May 2, 2019 – May 1, 2021

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

Procurement Specialist: Yuliasuti Wulandari

Telephone No.: (505) 827-0485

Email: Yuliasuti.Wulandari@state.nm.us

Invoice:
Same as Ship To

For questions regarding this Contract please contact:
Raymond "Scott" Gunter 505-476-8079

Title: Warm Water Fishing Skills Education Training

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from May 2, 2020 to May 1, 2021 at the same price, terms and conditions.

Update vendor information:

| From: | To: |
|-----------------------------|--|
| C.A.S.T for Kids Foundation | C.A.S.T for Kids Foundation (0000139260) |
| 297 SW 41 st St. | 2755 Commercial St. SE, Suite 101 |
| Renton, WA 98057 | Salem, OR 97302 |

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

Accepted for the State of New Mexico

Valerie Pauk for

New Mexico State Purchasing Agent

Date: 4/8/2020



State of New Mexico
General Services Department

Contract

Awarded Vendor:
0000139260
C.A.S.T for Kids Foundation
297 SW 41st St.
Renton, WA 98057

Contract Number: 90-516-19-05530

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Telephone No.: (210) 414-8048
Email: jimb@castforkids.org

Procurement Specialist: Yulastuti Wulandari *yw*

Telephone No.: (505) 827-0485

Email: Yulastuti.Wulandari@state.nm.us

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 505-476-8079

Title: Warm Water Fishing Skills Education Training

Term: May 2, 2019 thru May 1, 2020

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

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 5/1/19

State of New Mexico
General Services Department
Purchasing Division
Contract #: 90-516-19-05530

Page-2

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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor,

State of New Mexico
General Services Department
Purchasing Division
Contract #: 90-516-19-05530

Page-3

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 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 the 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 ensure 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, the State Purchasing Division, the Department of Finance and Administration, the Office of the State Auditor and, for Information Technology contracts, the 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.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenemexico.state.nm.us/>.

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

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

Contract

Article I – Statement of Work

Contractor to provide requirements as indicated in specifications.

Article II – Term

The term of this Contract will be as indicated in specifications.

Article III – 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 IV – Amendment

This Contract may be amended by mutual agreement of the New Mexico State Purchasing Agent and the Contractor upon written notice by either party to the other. An amendment to this Contract 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. Amendments affecting price adjustments and/or extension of contract's expiration date are not allowed unless specifically provided for in bid and contract documents.

State of New Mexico
General Services Department
Purchasing Division
Contract #: 90-516-19-05530

Page-5

Article V – Price Schedule

Price(s) as listed are firm.

Article VI – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (NMSA 1978 § 41-4-1, et seq. and any amendments thereto).

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VII – Contractor Agreement

Contractor agrees to:

- A. Furnish all equipment, material, labor and tools, required to perform the work specified.
- B. Provide competent supervision and skilled personnel to perform all work in progress.
- C. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect the property of the State of New Mexico in connection with the performance of the work covered by this Contract.
- D. Provide workers adequate insurance, including but not limited to Worker's Compensation.
- E. Make necessary arrangements for storage of his/her tools and/or equipment. The state agency will not be responsible for any lost or stolen property.
- F. Be responsible for all cleanup work on the project site and at the equipment storage area(s) prior to final inspection and acceptance.
- G. Comply with all applicable codes for this type of work.
- H. Be held liable for any damages which occur because of his/her negligence or that of his/her employees.

Contractor License Number (if applicable) _____

Classification _____

State of New Mexico
General Services Department
Purchasing Division
Contract #: 90-516-19-05530

Page-6

Specifications:

Establish a Contract for the New Mexico Department of Game and Fish (NMDGF or Department) to purchase Warm-Water Fishing Skills Education training. The training is a fishing event to be conducted by a non-profit, 501c group to provide fishing experiences for special needs/disabled adults and special needs/disabled K-12 youth on lakes in New Mexico State Parks.

The term of this Contract shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-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 Contract shall not exceed four (4) years.

Determination for award shall be based upon the lowest total cost of all items listed and the bidder's abilities to meet the "minimum and submittal requirements" of the Invitation to Bid. This may be a multiple award contract.

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery.

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Scope of Work:

- A) At a minimum, there must be two (2) fishing events with first event taking place in April-May and the second in September-October of each calendar year starting in 2019.
- B) At a minimum, the fishing event must last six hours from the time participants arrive to the time they depart the fishing site. The vendor shall supply all required equipment including fishing poles, tackle, bait, etc. The participants do not need a fishing license for this event. NMDGF may assist with the training if it is determined by the Department.
- C) Events must have a minimum of 40 special needs/disabled youth or adults preregistered for each event. Registered participant will self-identify as special needs or disabled. Selected vendor does not need to verify status of participants.
- D) Selected vendor is responsible for all travel, set-up fees, staff, coordination, planning, and on-site services needed to conduct a minimum of two (2) one-day fishing skills events per year and for operating motorboats to take special needs/disabled youth or adults fishing.
- E) Vendor must provide sufficient staff and train any volunteers, if necessary to attend and lead each event.
- F) Fishing event must take place on a lake within the boundaries of a New Mexico State Park. Fishing for participants will be on the lake away from shoreline and marina. Selected vendor is responsible for all travel associated charges to and from all locations.
- G) Lakes that can be utilized for these events may include; Bluewater Lake, El Vado Lake, Clayton Lake, Eagle Nest Lake, Caballo Lake, Elephant Butte Lake, Brantley Lake, Navajo Lake, Storrie Lake, Ute Lake, Santa Rosa Lake, and Sumner Lake or other lakes that the Department designates as appropriate.
- H) Vendor must advertise through print ads in the local newspaper, e-mails and flyers in the local community for these two separate fishing events.
- I) Vendor must promote through email, phone calls, outreach to schools, government agencies, and non-profit groups these two fishing events. Message must include mention that this is an opportunity for disabled/special needs adults and K-12 youth to use and enjoy New Mexico public waters, related lands, and facilities.

State of New Mexico
General Services Department
Purchasing Division
Contract #: 90-516-19-05530

Page-7

Response on the Invitation to Bid is based on the following service categories:

- a. Cost per Fishing Event – Rate: as per described in Scope of Work regardless of the particular location
- b. Cost per Cancelled Fishing Event – Rate: per cancelled fishing event.
For cancellation that occurs on the evening before the day of event. Cancellation could be due to the significant chance of hazardous weather such as lightning activity, flooding, heavy rains, snow, or freezing rain or circumstances that make it impossible or hazardous for clients to participate in the event.
- c. Cost per meetings called by Department – Rate: per attendance at meetings in Albuquerque where vendor representative is required to attend. This does not include travel time. Two weeks' notice given by Department to vendor as to time and place of meeting. Meeting length shall not to exceed 2 hours.

Minimum Requirements:

Bidders must demonstrate in their response any knowledge, skills, abilities or experience in conducting fishing events similar events for a period of three (3) years. Bidders to describe in a short narrative when, where and how this experience was obtained. **The narrative must be submitted with the bid.**

Bidder's response must include, but not limited to:

- Experience in conducting, organizing, facilitating a minimum of six (6) similar events over three (3) years as described above for special needs/disabled K-12 youth and adults.
- Ability to enlist support in the form of donated time or services from other non-profit group, businesses and volunteers for these fishing events.
- Ability to conduct these fishing events in a professional manner with successful results, including but not limited to, numbers of participants that went fishing on boats, names of non-profit partners, local businesses and if any Department staff participated.

Items:

| Item | Approx. Qty. | Unit | Article and Description | Unit Price |
|------|--------------|------|---|--|
| 1 | 1 | Ea | Cost per fishing event: as described in the Scope of Work regardless of the particular location. | \$5,000.00 |
| 2 | 1 | Ea | Cost per Cancelled Fishing Event – Rate per cancelled fishing event. For cancellation that occurs on the evening before the day of event. Cancellation could be due to the significant chance of hazardous weather such as lightning activity, flooding, heavy rains, snow, or freezing rain or circumstances that make it impossible or hazardous for clients to participate in the event. | \$5,000.00 If the event was cancelled due to hazardous weather, we would make every attempt to reschedule the event. |
| 3 | 1 | Ea | Cost per meetings called by Department – Rate per attendance at meetings in Albuquerque where vendor representative is required to attend. Does not include travel time. Two weeks' notice given by Department to vendor as to time and place of meeting. Meeting length not to exceed 2 hours. | \$1,200.00 Our closest staff person, Jim from Texas, would fly, stay in a hotel and rent a car to attend the meeting. |

*** 3 Items Total ***