

Price Agreement Amendment

Awarded Vendor:

2 Vendors

Number: <u>10-51600-21-05594</u>

Amendment No.: Two

Term: November 15, 2021 – November 16, 2023

Ship To:

New Mexico Department of Game and Fish State Hatchery Locations

Invoice:

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

For questions regarding this contract please contact: Timothy Sintas 505-470-3561

Procurement Specialist: Kimberly A Hunt-Brown

Telephone No.: (505) 490-3152 KAHB

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

Title: Fish Feed

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:

- 1. Price increases for both vendors, as indicated on the following pages.
- 2. Item 11 is deleted from the Price Agreement as it inadvertently duplicates Item 8.
- 3. Correct Price Agreement Number as shown on Amendment No. 1 from 10-52100-21-05594 to 10-51600-21-05594.

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: 12/14/2022

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

A002 Price Increases for Vendor (AA) Nelson & Sons, Inc., dba: Skretting USA, and Vendor (AB) Wilbur-Ellis Nutrition, dba: Rangen

Note: Price increases noted in the table below apply to deliveries made to all six NM Hatchery locations: Glenwood 1202; Lisboa Springs 1203; Los Ojos 1204; Red River 1205; Seven Springs 1206; and Rock Lake 1207.

Item	Unit	Feed Formula Description	Current Price	New Price
		tems 1 – 13,	1	l
		Pound for Deliveries of 42,000 Pounds Standard T		ı
1	Lb	Fry Diet: Starter Feed	Current Price	New Price
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.3239 (AB) \$1.420	(AA) \$1.5567 (AB) \$1.562
2	Lb	Fry Diet: #1 granules		
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.3239 (AB) \$1.420	(AA) \$1.5567 (AB) \$1.562
3	Lb	Fry Diet: #2 granules		
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.3239 (AB) \$1.420	(AA) \$1.5567 (AB) \$1.562
4	Lb	Fry Diet: #3 granules		
		All Six NM Hatcheries (As Specified in Award)	(AA) \$0.8244 (AB) \$0.8450	(AA) \$0.9558 (AB) \$0.930
5	Lb	Fingerling Diet: #4 granules or 1.5 mm pellets		
		All Six NM Hatcheries	(AA) \$0.8244 (AB) #4 = \$0.8450; 1.5 = \$0.9740	(AA) \$0.9558 (AB): #4 = \$0.9295; 1.5 = \$1.071
6	Lb	Fingerling Diet: 3/32" or 2.5 mm pellets		
		All Six NM Hatcheries	(AA) \$0.6942 (AB) \$0.9090	(AA) \$0.8178 (AB) \$1.000
7	Lb	Production Diet: 1/8" or 3.5mm pellets		
		All Six NM Hatcheries (As Specified in Award)	(AA) \$0.6337 (AB) \$0.7640	(AA) \$0.7085 (AB) \$0.840
8	Lb	Production Diet: 5/32" or 4.5 mm pellets		
		All Six NM Hatcheries (As Specified in Award)	(AA) \$0.6337 (AB) \$0.7640	(AA) \$0.7085 (AB) \$0.840
9	Lb	Production Diet: 3/16" or 5.5 mm pellets		
		All Six NM Hatcheries (As Specified in Award)	(AA) \$0.6337 (AB) \$0.7640	(AA) \$0.7085 (AB) \$0.840
10	Lb	Production Diet: 1/4" or 7.5 mm pellets		
		All Six NM Hatcheries (As Specified in Award)	(AA) \$0.6337 (AB) \$0.7640	(AA) \$0.7085 (AB) \$0.840
12	Lb	Broodstock Diet: 3/16" or 5.5 mm pellets		
		All Six NM Hatcheries (As Specified in Award)	(AA) \$0.7323 (AB) \$0.8100	(AA) \$0.7983 (AB) \$0.891
13	Lb	Broodstock Diet: 1/4" or 7.5 mm pellets		, ,
	1	All Six NM Hatcheries (As Specified in Award)	(AA) \$0.7323 (AB) \$0.8100	(AA) \$0.7983 (AB) \$0.891

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Item	Unit	Feed Formula Description	Current Price	New Price	
Section 7 – Items 14 – 26					
Bid Price per Pound for Deliveries of 100 to 500 Pounds Standard Trout Feed					
14	Lb	Fry Diet: Starter Feed	Current Price	New Price	
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.8239 (AB) \$2.600	(AA) \$0. (AB) \$2.860	
15	Lb	Fry Diet: #1 granules			
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.8239 (AB) \$2.600	(AA) \$0. (AB) \$2.860	
16	Lb	Fry Diet: #2 granules	, ,		
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.8239 (AB) \$2.600	(AA) \$0. (AB) \$2.860	
17	Lb	Fry Diet: #3 granules			
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.3244 (AB) \$2.020	(AA) \$0. (AB) \$2.222	
18	Lb	Fingerling Diet: #4 granules or 1.5 mm pellets			
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.3244 (AB) \$2.15	(AA) \$0. (AB) \$2.365	
19	Lb	Fingerling Diet: 3/32" or 2.5 mm pellets			
		All Six NM Hatcheries (As Specified in Award)	(AA) \$ \$1.1942 (AB) \$2.080	(AA) \$0. (AB) \$2.288	
20	Lb	Production Diet: 1/8" or 3.5mm pellets			
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.1337 (AB) \$1.94	(AA) \$0. (AB) \$2.134	
21	Lb	Production Diet: 5/32" or 4.5 mm pellets			
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.1337 (AB) \$1.94	(AA) \$0. (AB) \$2.134	
22	Lb	Production Diet: 3/16" or 5.5 mm pellets			
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.1337 (AB) \$1.94	(AA) \$0. (AB) \$2.134	
23	Lb	Production Diet: 1/4" or 7.5 mm pellets		. ,	
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.1337 (AB) \$1.94	(AA) \$0. (AB) \$2.134	
24	Lb	Production Diet: 5/32" or 4.5 mm pellets	, ,		
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.1337 (AB) \$1.94	(AA) \$0. (AB) \$2.134	
25	Lb	Broodstock Diet: 3/16" or 5.5 mm pellets			
		All Six NM Hatcheries (As Specified in Award)	(AA) \$1.2323 (AB) \$1.99	(AA) \$0. (AB) \$2.189	
26	Lb	Broodstock Diet: 1/4" or 7.5 mm pellets	, , , , , ,	<u> </u>	
-	1	All Six NM Hatcheries (As Specified in Award)	(AA) \$1.2323 (AB) \$1.99	(AA) \$0. (AB) \$2.189	

End of Amendment A002

Certificate Of Completion

Envelope Id: 1B2081D337AB4CCF8775E30ECA9FD9A2 Subject: 10-51600-21-05594 Fish Feed - A002 FINAL

Source Envelope:

Document Pages: 3 Signatures: 1 Certificate Pages: 5 Initials: 2

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Kimberly.Hunt-Brown@gsd.nm.gov

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Signed: 12/14/2022 8:55:42 AM

Sent: 12/14/2022 8:55:44 AM

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Signed: 12/14/2022 9:09:26 AM

Timestamp

Record Tracking

Status: Original

12/14/2022 8:32:10 AM

Security Appliance Status: Connected Storage Appliance Status: Connected

Holder: Kimberly A Hunt-Brown

Kimberly.Hunt-Brown@gsd.nm.gov

Pool: StateLocal

Pool: GSD

Signature **Timestamp**

Signer Events Natalie Martinez

natalie.martinez1@gsd.nm.gov

New Mexico General Services Security Level: Email, Account Authentication

(None)

Mh

Using IP Address: 174.205.32.14

Signature Adoption: Pre-selected Style

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kimberly A Hunt-Brown

kimberly.hunt-brown@gsd.nm.gov New Mexico General Services

Security Level: Email, Account Authentication

(None)

KAHB

Signature Adoption: Pre-selected Style

Using IP Address: 96.19.48.96

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk

valerie.paulk@gsd.nm.gov

Signed of Behalf of State Purchasing Agent

New Mexico General Services

In Person Signer Events

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM

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

(None)

Valerie Paulk

Using IP Address: 97.123.172.141

Signed using mobile

Signature Adoption: Pre-selected Style

Editor Delivery Events Status Timestamp

Signature

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	12/14/2022 8:36:06 AM		
Certified Delivered	Security Checked	12/14/2022 9:09:08 AM		
Signing Complete	Security Checked	12/14/2022 9:09:26 AM		
Completed	Security Checked	12/14/2022 9:09:26 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: <u>GSD.SPDinfo@state.nm.us</u>

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 <u>GSD.SPDinfo@state.nm.us</u> 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 <u>GSD.SPDinfo@state.nm.us</u> 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 <u>GSD.SPDinfo@state.nm.us</u> 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.



Price Agreement Amendment

Awarded Vendor: 2 Vendors Number: <u>10-52100-21-05594</u>

Amendment No.: One

Term: November 15, 2021 - November 16, 2023

Ship To:

New Mexico Department of Game and Fish State Hatchery Locations

Invoice:

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

For questions regarding this contract please contact: Timothy Sintas 505-470-3561 Procurement Specialist: Kimberly A Hunt-Brown

Telephone No.: (505) 490-3152 KAHB

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

Title: Fish Feed

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 November 17, 2022 to November 16, 2023 at the same prices, 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

Date: 12/1/2022

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

Certificate Of Completion

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Holder: Kimberly A Hunt-Brown

Kimberly.Hunt-Brown@gsd.nm.gov

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Pool: GSD

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Location: DocuSign

Signer Events

Natalie Martinez

natalie.martinez1@gsd.nm.gov New Mexico General Services

Security Level: Email, Account Authentication

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Signature

Mh

Signature Adoption: Pre-selected Style Using IP Address: 174.205.37.26

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Electronic Record and Signature Disclosure:

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Kimberly A Hunt-Brown

kimberly.hunt-brown@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication

(None)

KAHB

Signature Adoption: Pre-selected Style

Using IP Address: 96.19.48.96

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Signed: 12/1/2022 12:09:16 PM

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Valerie Paulk

valerie.paulk@gsd.nm.gov

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication

(None)

Valerie Paulk

Signature Adoption: Pre-selected Style

Signed using mobile

Sent: 12/1/2022 12:09:17 PM Viewed: 12/1/2022 12:10:33 PM Signed: 12/1/2022 12:10:56 PM

Electronic Record and Signature Disclosure:

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

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Using IP Address: 67.0.199.234

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	12/1/2022 10:33:17 AM		
Certified Delivered	Security Checked	12/1/2022 12:10:33 PM		
Signing Complete	Security Checked	12/1/2022 12:10:56 PM		
Completed	Security Checked	12/1/2022 12:10:56 PM		
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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 <u>GSD.SPDinfo@state.nm.us</u> and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

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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:

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- 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: 2 Vendors (See Page 6)

Price Agreement Number: <u>10-51600-21-05594</u>

Payment Terms: Net 30

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

Delivery: As Required

Ship To:

New Mexico Department of Game and Fish,

State Hatchery Locations

Procurement Specialist: Kimberly A Hunt-Brown

Telephone No.: (505) 490-3152 KAHB

Invoice:

New Mexico Department of Game and Fish 1 Wildlife Way

Santa Fe, NM 87507

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

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

Title: Fish Feed

Term: November 15, 2021 – November 16, 2022

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

Accepted for the State of New Mexico

Valerie Paule

Date: 11/12/2021

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, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

Price Agreement #: 10-51600-21-05594

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.
- 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) 000055062 Nelson & Sons, Inc. dba: Skretting ÚSA 712 East 2400 North Tooele, UT 84074 435-277-2100 Colin.Cook@skretting.com

(AB) 0000045066 Wilbur-Ellis Nutrition dba: Rangen P.O. Box 706 Buhl, ID 83316 208-543-6421 aquaculture@rangen.com Payment Term: Net 30 **FOB:** Destination

Delivery: Two weeks (14 days) after order placement.

Payment Term: Net 30 **FOB:** Destination **Delivery:** As Requested.

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Specifications:

The New Mexico Department of Game and Fish (DGF) Fisheries Management Division (FMD) wishes to establish a Price Agreement for the purchase of Fish Feed to be used throughout the state of New Mexico for fish at State Hatcheries and in the wild, if needed. The DGF intends to award multiple suppliers for this Price Agreement.

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-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.

The State reserves the right to terminate this agreement upon a thirty-day written notice to all parties.

Escalation/Reduction Clause:

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

To facilitate prompt consideration, all requests for a 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 the price increase, indicating the percentage of the increase, and including the reason for the increase

Work under this Price Agreement could involve federally-awarded suppliers. Any federally-awarded supplier MUST be registered under the Federal System of Award Management (SAMS) and have a status of 'Active' throughout the term of the price agreement. Go to the following link for more information about registering under SAMS, and click the "ABOUT" tab: https://www.sam.gov

Method of Award:

Award will go to the lowest responsible bidder, or bidders, meeting minimum specifications, terms and conditions. To ensure trout feed availability for the State requirements, contracts may be awarded to more than one supplier, to meet the best interests of the State of New Mexico.

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Minimum Requirements:

Section 1 – General Requirements

- A. A bidder may be both the manufacturers of fish food products and the vendor selling said products. Such vendormanufacturer must be able to demonstrate satisfactory production, sale, and performance of trout feed in public hatchery facilities in the western states for a period of not less than two (2) years immediately prior to the submission of bids to be considered for award.
 - 1. Documentation of said satisfactory production, sale and performance **may** be required prior to award of Price Agreement although such documentation will not be used to evaluate the bid.
 - 2. Bidders shall provide the above documentation, if so requested prior to award, by submitting it under separate cover to Roderick Gallegos, Assistant Chief of Hatcheries, Fisheries Division, at: roddy.gallegos@state.nm.us.
- B. This price agreement is subject to cancellation for cause upon a 30 day written notice if in the judgement of the New Mexico Department of Game and Fish, poor performance or abnormalities occur in trout as a result of the feed during the contract period. In the event of said cancellation any feed remaining at the hatcheries shall be removed by vendor and reimbursement at the contract price made to the New Mexico Department of Game and Fish.
- C. The trout feed offered in the bid and sold under any resulting Price Agreement must meet the industry standards for closed formula feed containing the formulation specifications listed under Section 3 – Formulation Specifications and Section 4 – Additional Specifications, or must be a closed formula feed that is equivalent in nutritional value and performance to the formulation specifications listed under Sections 3 and 4. The successful bidders must agree to supply samples upon request of various ingredients to be used in manufacturing New Mexico's feed. These ingredients will be analyzed to determine compliance with specifications.
- D. It is the bidder's responsibility to submit a bid for product that meets all minimum requirements and specifications stated in Section 3 – Formulation Specifications.
 - 1. The bidder should clearly identify any deviations from specifications stated.
 - 2. Any deviation from a minimum requirement may render the bid nonresponsive.
- E. Feed provided will be tested by the manufacturer biannually for inorganic arsenic in accordance with the following requirements:
 - 1. Tests will be conducted according to EPA approved methods and will consist of one sample from each size of feed with results presented in ppm.
 - 2. Detection limits of the test shall be set no higher than 0.02ppm.
 - 3. Tests will be conducted in August and February and all results will be forwarded to: Michael Sloane, Chief of Fisheries; P.O. Box 25112, Santa Fe, NM 87504.
 - 4. Levels of inorganic arsenic higher than 0.04ppm in feed will be cause for cancellation of the agreement and/or removal of an awarded bidder.
- F. Periodic analysis will be made for protein, fat, fiber, moisture, and ash contents, and the "percentage of pepsin digestibility" of the finished product by testing laboratories or State departments.
 - 1. Feeds not rigidly corresponding to the specified manufacturer claims for contents and specified sizes will be refused and will be cause for cancellation of the agreement and/or removal of an awarded bidder.
 - The Department further reserves the right to send inspectors to check the plant equipment and milling procedures.

Section 2 – Feed Orders and Deliveries

A. The feed unit prices must be shown in Sections 6 through 8 of the Items List, and shall include all packing and handling charges to the storerooms at the six State trout hatchery locations listed below:

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- Glenwood Hatchery: Catwalk Rd. Glenwood, NM 88039
- 2. Lisboa Springs Hatchery: HC 74 Box 61 Pecos, NM 87552
- 3. Los Ojos Hatchery: #1 Hatchery Rd. Los Ojos, NM 87551
- 4. Red River Hatchery: End of State Rd. 515 Questa, NM 87556
- Seven Springs Hatchery: 346 FR 314 Jemez Springs, NM 87025
- 6. Rock Lake Hatchery: 1025 Hatchery Loop Santa Rosa, NM 88435
- B. The agency will place orders by purchase order in truckload quantities of a minimum of 42,000 lbs., which may include up to three (3) hatchery drops per truckload.
 - The approximate annual need for trout food, as aggregated for all State hatcheries, is 1,000,000 lbs., of which approximately five percent (5%) will be Starter and No. 1; approximately fifteen percent (15%) will be No. 2 through No. 4; and the remainder (approximately 80%) will be pellet size.
 - 2. The quantities indicated in this invitation to bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period, and do not indicate single order amounts unless otherwise stated.
 - The State of New Mexico makes no guarantees about single order quantities or total aggregate order quantities and will purchase any amount or all of the 1,000,000 lbs. from any of the awarded vendors, depending on performance and availability.
- C. Orders for Starter Feed and No. 1 through No. 4 Granules may be made in small lots of 100 to 500 lbs.
 - 1. Delivery of such small lots to each of the six (6) State hatcheries will be via UPS or similar carrier.
 - 2. Feed unit prices for small lots deliveries will be F.O.B. to each hatchery storeroom, and will be listed in Section 7, Items 14 through 26 of the Items List.
- D. Feed must be packaged in new multi-wall polyethylene or glassine lined paper bags.
 - 1. Bags are to be closed by stitching and of sufficient strength for normal hatchery handling.
 - 2. The net weight of the sinking feed is to be 50 lbs.; 40 lbs. is acceptable for floating feed.
 - 3. Each bag must be labeled with color-coded tags to show granule or pellet size, and diet identification. Tags will show minimum protein, maximum fat, fiber, moisture, and ash.
 - 4. Bags must be stamped with milling date.
- E. Delivery of feed to hatcheries shall meet the following requirements:
 - 1. Feed delivery shall be made within ten (10) working days after notification from the hatchery to the supplier.
 - a. Working days are Monday through Friday, between the hours of 8 a.m. and 4 p.m., except on holidays.
 - b. Exceptions for delivery and receipt may be made with prior approval of the hatchery manager.
 - c. The contractor must notify the hatchery 48 hours in advance of the delivery date.
 - d. Delivery must be made within twenty (20) calendar days of feed mixing date.
 - 2. Bid price submitted for all feed orders over twenty (20) total bags for individual hatcheries must include the cost for delivery on new pallets with shrink-wrapping of the bags.
- The awarded vendor shall be responsible for replacing any fish feed received from them, that is found to be in damaged condition, at no cost to the State of New Mexico. This includes all shipping costs for returning fish feed to the responsible vendor for replacement.
- G. Delivery of wet or broken bags or bags showing evidence of wetness, damage to contents, loss of contents, or feed milled more than twenty (20) days prior to date of delivery will not be accepted by the State.

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Section 3 – Formulation Specifications

A. General Requirements:

- 1. Fish food supplies must be a proven low temperature extruded/expanded or high temperature extruded (slow sinking or floating) trout food which has been used on a production basis for a period not less than one year at U.S. Fish and Wildlife Service National Fish Hatcheries and/or State agency trout hatcheries.
- 2. The food must meet the complete nutritional requirements of trout without the necessity of supplemental feedings.
- 3. The pellets and granules are not to be bagged until cooled to ten (10) degrees Fahrenheit above ambient air temperature and dried to a moisture content of ten percent (I0%) or less.

B. Specifications:

- 1. Fish food must be milled not more than twenty (20) days prior to delivery and contain vitamin and trace mineral supplements in amounts equal to or greater than industry standards for closed formula feeds. The awarded vendor must provide the manufacturer's best quality feed.
- 2. Closed formula feed shall contain the following guaranteed analysis:
 - a. Fry Diet Starter, No. I and No. 2 granules:
 - Crude Protein -not less than 52%
 - Crude Fat not less than 17% Crude Fiber -not more than 3% Ash not more than 15%
 - Fish Protein -not less than 35%
 - Fish meal must contain no more than 5% salt Pepsin digestibility by 0.2%
 - Pepsin not less than 92%
 - b. Fingerling Diet -No. 3 and No. 4 granules, or pellets: 3/32", 1.5mm and 2.5mm:
 - Crude Protein -not less than 45%
 - Crude Fat -not less than 16% Crude Fiber not more than 4% Ash -not more than 15%
 - Fish Protein -not less than 30%
 - Fish meal must contain no more than 5% salt Pepsin digestibility by 0.2%
 - Pepsin -not less than 90%
 - c. Production Diet 1/8" 5/32", 3/16", 1/4", 3.5mm, 4.5mm, 5.5mm, and 7.5mm pellets:
 - Crude Protein -not less than 42%
 - Crude Fat -not less than 13% Crude Fiber -not more than 4% Ash -not more than 15%
 - Fish Protein -not less than 30%
 - Fish meal must contain no more than 5% salt Pepsin digestibility by 0.2%
 - Pepsin not less than 87%
 - d. Broodstock Diet 5/32", 3/16", ½", 4.5mm, 5.5mm, 7.5mm pellets:
 - Crude Protein -not less than 45%
 - Crude Fat -not less than 10%, not more than 15% Crude Fiber -not more than 5%
 - Ash -not more than 15%
 - Fish Protein -not less than 20%
 - Fish meal must contain no more than 5% salt Pepsin digestibility by 0.2%
 - Pepsin -not less than 87%
- C. The dust content of granules and pellets shall not exceed 2% at the specified delivery point. Dust is defined as particles that would pass through a U.S. Screen Size #30 (595 microns) for granules, and a U.S. Screen Size #10 (2.00 mm) for pellets.

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- D. The ingredients and finished feeds shall be wholesome, clean materials free from noxious chemicals and foreign materials. Contamination of the bags of any kind that might damage fish in normal feeding procedures may render the feed unacceptable.
- E. The contractor's mill, equipment and manufacturing procedures must comply with the FDA's "Good Manufacturing Practices" prepared by Robert A. Wilcox, Grain Science and Industry, Kansas State University, Manhattan, Kansas.
- F. Standard Granule Sizes shall be as follows:
 - Starter: To pass through 595 microns, U.S. Screen 30; to pass over 450 microns, U.S. Screen 40.
 - No. 1 Granules: To pass through 841 microns, U.S. Screen 20; to pass over 595 microns, U.S. Screen 30,
 - No. 2 Granules: To pass through 1.19 mm, U.S. Screen 16; to pass over 841 microns, U.S. Screen 20.
 - No. 3 Granules: To pass through 2.00 mm, U.S. Screen 10; to pass over 1.19 mm, U.S. Screen 16.
 - No. 4 Granules: To pass through 3.36 mm, U.S. Screen 6; to pass over 2.00 mm, U.S. Screen 10.
- G. Standard Pellet Sizes shall be as follows:
 - 3/32" diameter x 3/32" long or 2.5 mm. x 2.5 mm.
 - 1/8" diameter x 1/8" long **or** 3.5 mm. x 3.5 mm.
 - 5/32" diameter x 5/32" long **or** .5 mm. x 4.5 mm.
 - 3/16" diameter x 3/16" long **or** 5.5 mm. x 5.5 mm.
 - 1/4" diameter x 1/4" long **or** 7.5 mm. x 7.5 mm.

Section 4 – Additional Specifications

A. Additives:

- 1. The New Mexico Department of Game and Fish may request specific additives to be mixed with any of the feed formulations and sizes listed in Section 1.
- Bid prices are to be presented in Section 9 as price per pound for the following additives:
 - a. Double vitamin pack
 - b. Double vitamin "C"
 - c. Triple vitamin "C"
 - d. Red pigment

Section 5 – Feed Purchase Deviation

New Mexico Department of Game and Fish (NMDGF) reserves the right to purchase food from providers other than the awarded vendor of this ITB if they are also the feed manufacturer under the conditions listed below:

- 1. When feed supplied by the manufacturer is a cause of fish health problems due to dietary or other feed-related implications.
- 2. When NMDGF elects to conduct feed experiments, tests, or the manufacturer does not provide the necessary product for production needs.
- 3. When special concerns, species, and environmental conditions exist, including but not limited to the following: fish health, life-stage development, disease control species-specific nutritional requirements, individual hatchery needs, water quality and chemistry, and hatchery effluent discharge requirements.
- 4. When other needs may be determined by NMDGF.

Section 6 – 9 Items List Table: Prices of Standard Trout Feed and Supplements

A. Bidders will enter their Bid Price per Pound for the type of trout feed specified in Sections 6 through 8, inclusive of the previously stated requirements for each feed type, and packaging and shipping requirements; delivery shall be FOB for each specific State hatchery.

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- 1. **Section 6** shall contain:
 - For Items 1 through 13, the bidder's unit price per hatchery bid as Price per Pound for delivery of 42,000 Pounds Standard Trout Feed.
- 2. Section 7 shall contain the bidder's Bid Price per Pound for Deliveries to each hatchery of 100 to 500 Pounds Standard Trout Feed, for Items 14 through 26.
- B. Section 8 shall contain the bidder's Bid Price per Pound for Supplemental Feed Additives, Items 27 through 30. The bidder should only provide a single price for each item, not a per-hatchery price.
- C. Bidders are encouraged to bid upon each item, but are not required to do so.
- D. Additional items may **not** be added to this ITB.

End of Specifications

Items List:

Item	Unit	Feed Formula Description	Price	
Sectio	Section 6 – Items 1 – 13, Price per Pound – Delivery of 42,000 Pounds Standard Trout Feed per Hatchery			
1	Lb	Fry Diet: Starter Feed		
		Glenwood 1202	(AA) \$1.3239 (AB) \$1.42	
		Lisboa Springs 1203	(AA) \$1.3239 (AB) \$1.42	
		Los Ojos 1204	(AA) \$1.3239 (AB) \$1.42	
		Red River 1205	(AA) \$1.3239 (AB) \$1.42	
		Seven Springs 1206	(AA) \$1.3239 (AB) \$1.42	
		Rock Lake 1207	(AA) \$1.3239 (AB) \$1.42	
2	Lb	Fry Diet: #1 granules		
		Glenwood 1202	(AA) \$1.3239 (AB) \$1.42	
		Lisboa Springs 1203	(AA) \$1.3239 (AB) \$1.42	
		Los Ojos 1204	(AA) \$1.3239 (AB) \$1.42	
		Red River 1205	(AA) \$1.3239 (AB) \$1.42	
		Seven Springs 1206	(AA) \$1.3239 (AB) \$1.42	
		Rock Lake 1207	(AA) \$1.3239 (AB) \$1.42	

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Item	Unit	Feed Formula Description	Price
3	Lb	Fry Diet: #2 granules	
		Glenwood 1202	(AA) \$1.3239 (AB) \$1.42
		Lisboa Springs 1203	(AA) \$1.3239 (AB) \$1.42
		Los Ojos 1204	(AA) \$1.3239 (AB) \$1.42
		Red River 1205	(AA) \$1.3239 (AB) \$1.42
		Seven Springs 1206	(AA) \$1.3239 (AB) \$1.42
		Rock Lake 1207	(AA) \$1.3239 (AB) \$1.42
4	Lb	Fry Diet: #3 granules	
		Glenwood 1202	(AA) \$0.8244 (AB) \$0.8450
		Lisboa Springs 1203	(AA) \$0.8244 (AB) \$0.8450
		Los Ojos 1204	(AA) \$0.8244 (AB) \$0.8450
		Red River 1205	(AA) \$0.8244 (AB) \$0.8450
		Seven Springs 1206	(AA) \$0.8244 (AB) \$0.8450
		Rock Lake 1207	(AA) \$0.8244 (AB) \$0.8450
5	Lb	Fingerling Diet: #4 granules or 1.5 mm pellets	
		Glenwood 1202	(AA) \$0.8244 (AB) #4 = \$0.8450; 1.5 = 0.9740
		Lisboa Springs 1203	(AA) \$0.8244 (AB) #4 = \$0.8450; 1.5 = \$0.9740
		Los Ojos 1204	(AA) \$0.8244 (AB) #4 = \$0.8450; 1.5 = \$0.9740
		Red River 1205	(AA) \$0.8244 (AB) #4 = \$0.8450; 1.5 = \$0.9740
		Seven Springs 1206	(AA) \$0.8244 (AB) #4 = \$0.8450; 1.5 = \$0.9740
		Rock Lake 1207	(AA) \$0.8244 (AB) #4 = \$0.8450; 1.5 = \$0.9740

	T	,	Page-14
Item	Unit	Feed Formula Description	Price
6	Lb	Fingerling Diet: 3/32" or 2.5 mm pellets	
		Glenwood 1202	(AA) \$0.6942 (AB) \$0.9090
		Lisboa Springs 1203	(AA) \$0.6942 (AB) \$0.9090
		Los Ojos 1204	(AA) \$0.6942 (AB) \$0.9090
		Red River 1205	(AA) \$0.6942 (AB) \$0.9090
		Seven Springs 1206	(AA) \$0.6942 (AB) \$0.9090
		Rock Lake 1207	(AA) \$0.6942 (AB) \$0.9090
7	Lb	Production Diet: 1/8" or 3.5mm pellets	
	I	Glenwood 1202	(AA) \$0.6337 (AB) \$0.7640
		Lisboa Springs 1203	(AA) \$0.6337 (AB) \$0.7640
		Los Ojos 1204	(AA) \$0.6337 (AB) \$0.7640
		Red River 1205	(AA) \$0.6337 (AB) \$0.7640
		Seven Springs 1206	(AA) \$0.6337 (AB) \$0.7640
		Rock Lake 1207	(AA) \$0.6337 (AB) \$0.7640
8	Lb	Production Diet: 5/32" or 4.5 mm pellets	
		Glenwood 1202	(AA) \$0.6337 (AB) \$0.7640
		Lisboa Springs 1203	(AA) \$0.6337 (AB) \$0.7640
		Los Ojos 1204	(AA) \$0.6337 (AB) \$0.7640
		Red River 1205	(AA) \$0.6337 (AB) \$0.7640
		Seven Springs 1206	(AA) \$0.6337 (AB) \$0.7640
		Rock Lake 1207	(AA) \$0.6337 (AB) \$0.7640

Item	Unit	Feed Formula Description	Price
9	Lb	Production Diet: 3/16" or 5.5 mm pellets	Tite
		Glenwood 1202	(AA) \$0.6337 (AB) \$0.7640
		Lisboa Springs 1203	(AA) \$0.6337 (AB) \$0.7640
		Los Ojos 1204	(AA) \$0.6337 (AB) \$0.7640
		Red River 1205	(AA) \$0.6337 (AB) \$0.7640
		Seven Springs 1206	(AA) \$0.6337 (AB) \$0.7640
		Rock Lake 1207	(AA) \$0.6337 (AB) \$0.7640
10	Lb	Production Diet: 1/4" or 7.5 mm pellets	
		Glenwood 1202	(AA) \$0.6337 (AB) \$0.7640
		Lisboa Springs 1203	(AA) \$0.6337 (AB) \$0.7640
		Los Ojos 1204	(AA) \$0.6337 (AB) \$0.7640
		Red River 1205	(AA) \$0.6337 (AB) \$0.7640
		Seven Springs 1206	(AA) \$0.6337 (AB) \$0.7640
		Rock Lake 1207	(AA) \$0.6337 (AB) \$0.7640
11	Lb	Production Diet: 5/32" or 4.5 mm pellets	
		Glenwood 1202	(AA) \$0.6337 (AB) \$0.7640
		Lisboa Springs 1203	(AA) \$0.6337 (AB) \$0.7640
		Los Ojos 1204	(AA) \$0.6337 (AB) \$0.7640
		Red River 1205	(AA) \$0.6337 (AB) \$0.7640
		Seven Springs 1206	(AA) \$0.6337 (AB) \$0.7640
		Rock Lake 1207	(AA) \$0.6337 (AB) \$0.7640

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Item	Unit	Feed Formula Description	Price
12	Lb	Broodstock Diet: 3/16" or 5.5 mm pellets	
		Glenwood 1202	(AA) \$0.7323 (AB) \$0.8100
		Lisboa Springs 1203	(AA) \$0.7323 (AB) \$0.8100
		Los Ojos 1204	(AA) \$0.7323 (AB) \$0.8100
		Red River 1205	(AA) \$0.7323 (AB) \$0.8100
		Seven Springs 1206	(AA) \$0.7323 (AB) \$0.8100
		Rock Lake 1207	(AA) \$0.7323 (AB) \$0.8100
13	Lb	Broodstock Diet: 1/4" or 7.5 mm pellets	
		Glenwood 1202	(AA) \$0.7323 (AB) \$0.8100
		Lisboa Springs 1203	(AA) \$0.7323 (AB) \$0.8100
		Los Ojos 1204	(AA) \$0.7323 (AB) \$0.8100
		Red River 1205	(AA) \$0.7323 (AB) \$0.8100
		Seven Springs 1206	(AA) \$0.7323 (AB) \$0.8100
		Rock Lake 1207	(AA) \$0.7323 (AB) \$0.8100
Sectio	on 7 – B	id Price per Pound – Delivery of 100 to 500 I	Pounds Standard Trout Feed, Items 14 – 26
14	Lb	Fry Diet: Starter Feed	
		Glenwood 1202	(AA) \$1.8239 (AB) \$2.60
		Lisboa Springs 1203	(AA) \$1.8239 (AB) \$2.60
		Los Ojos 1204	(AA) \$1.8239 (AB) \$2.60
		Red River 1205	(AA) \$1.823 9 (AB) \$2.60
		Seven Springs 1206	(AA) \$1.8239 (AB) \$2.60
		Rock Lake 1207	(AA) \$1.8239 (AB) \$2.60

Item	Unit	Feed Formula Description	Price
15	Lb	Fry Diet: #1 granules	
-		Glenwood 1202	(AA) \$\$1.8239 (AB) \$2.60
		Lisboa Springs 1203	(AA) \$1.8239 (AB) \$2.60
		Los Ojos 1204	(AA) \$1.8239 (AB) \$2.60
		Red River 1205	(AA) \$1.8239 (AB) \$2.60
		Seven Springs 1206	(AA) \$1.8239 (AB) \$2.60
		Rock Lake 1207	(AA) \$1.8239 (AB) \$2.60
16	Lb	Fry Diet: #2 granules	
		Glenwood 1202	(AA) \$1.8239 (AB) \$2.60
		Lisboa Springs 1203	(AA) \$1.8239 (AB) \$2.60
		Los Ojos 1204	(AA) \$1.8239 (AB) \$2.60
		Red River 1205	(AA) \$1.8239 (AB) \$2.60
		Seven Springs 1206	(AA) \$1.8239 (AB) \$2.60
		Rock Lake 1207	(AA) \$1.8239 (AB) \$2.60
17	Lb	Fry Diet: #3 granules	
		Glenwood 1202	(AA) \$1.3244 (AB) \$2.02
		Lisboa Springs 1203	(AA) \$1.3244 (AB) \$2.02
		Los Ojos 1204	(AA) \$1.3244 (AB) \$2.02
		Red River 1205	(AA) \$1.3244 (AB) \$2.02
		Seven Springs 1206	(AA) \$1.3244 (AB) \$2.02
		Rock Lake 1207	(AA)\$1.3244 (AB) \$2.02

IIn:4	Food Formula Description	Price
		Frice
Lb	Fingerling Diet: #4 granules or 1.5 mm pellets	(AA) 01 2244
	Glenwood 1202	(AA) \$1.3244 (AB) \$2.15
	Lishan Saringa 1202	(AA) \$1.3244
	Lisooa Springs 1203	(AB) \$2.15
	Los Ojos 1204	(AA) \$1.3244 (AB) \$2.15
	·	(AB) \$2.13 (AA) \$1.3244
	Red River 1205	(AB) \$2.15
	Seven Springs 1206	(AA) \$1.3244
	Seven Springs 1200	(AB) \$2.15
	Rock Lake 1207	(AA) \$1.3244 (AB) \$2.15
I h	Fingerling Diet: 3/32" or 2.5 mm nellets	(AB) \$2.15
Lib		(AA) \$1.1942
	Glenwood 1202	(AB) \$2.08
	Lishoa Springs 1203	(AA) \$1.1942
	Lisova Springs 1203	(AB) \$2.08
	Los Ojos 1204	(AA) \$1.1942 (AB) \$2.08
		(AA) \$1.1942
	Red River 1205	(AB) \$2.08
	Seven Springs 1206	(AA) \$1.1942
		(AB) \$2.08
	Rock Lake 1207	(AA) \$1.1942 (AB) \$2.08
Lb	Production Diet: 1/8" or 3.5mm pellets	
		(AA) \$1.1337
	Glenwood 1202	(AB) \$1.94
	Lisboa Springs 1203	(AA) \$1.1337
		(AB) \$1.94
	Los Ojos 1204	(AA) \$1.1337 (AB) \$1.94
	D. 1 D 1205	(AA) \$1.1337
	Ked Kiver 1205	(AB) \$1.94
	Seven Springs 1206	(AA) \$1.1337
		(AB) \$1.94
	Rock Lake 1207	(AA) \$1.1337 (AB) \$1.94
	Lb	Lisboa Springs 1203 Los Ojos 1204 Red River 1205 Seven Springs 1206 Rock Lake 1207 Lb Fingerling Diet: 3/32" or 2.5 mm pellets Glenwood 1202 Lisboa Springs 1203 Los Ojos 1204 Red River 1205 Seven Springs 1203 Los Ojos 1204 Red River 1205 Seven Springs 1206 Rock Lake 1207 Lb Production Diet: 1/8" or 3.5mm pellets Glenwood 1202 Lisboa Springs 1203 Los Ojos 1204 Red River 1205 Seven Springs 1206 Rock Lake 1207 Lb Production Diet: 1/8" or 3.5mm pellets Glenwood 1202 Lisboa Springs 1203 Los Ojos 1204 Red River 1205 Seven Springs 1206

		T	rage-19
Item	Unit	Feed Formula Description	Price
21	Lb	Production Diet: 5/32" or 4.5 mm pellets	
		Glenwood 1202	(AA) \$1.1337 (AB) \$1.94
		Lisboa Springs 1203	(AA) \$1.1337 (AB) \$1.94
		Los Ojos 1204	(AA) \$1.1337 (AB) \$1.94
		Red River 1205	(AA) \$1.1337 (AB) \$1.94
		Seven Springs 1206	(AA) \$1.1337 (AB) \$1.94
		Rock Lake 1207	(AA) \$1.1337 (AB) \$1.94
22	Lb	Production Diet: 3/16" or 5.5 mm pellets	
		Glenwood 1202	(AA) \$1.1337 (AB) \$1.94
		Lisboa Springs 1203	(AA) \$1.1337 (AB) \$1.94
		Los Ojos 1204	(AA) \$1.1337 (AB) \$1.94
		Red River 1205	(AA) \$1.1337 (AB) \$1.94
		Seven Springs 1206	(AA) \$1.1337 (AB) \$1.94
		Rock Lake 1207	(AA) \$1.1337 (AB) \$1.94
23	Lb	Production Diet: 1/4" or 7.5 mm pellets	
'		Glenwood 1202	(AA) \$1.1337 (AB) \$1.94
		Lisboa Springs 1203	(AA) \$1.1337 (AB) \$1.94
		Los Ojos 1204	(AA) \$1.1337 (AB) \$1.94
		Red River 1205	(AA) \$1.1337 (AB) \$1.94
		Seven Springs 1206	(AA) \$1.1337 (AB) \$1.94
		Rock Lake 1207	(AA) \$1.1337 (AB) \$1.94

	<u> </u>		Page-20
Item	Unit	Feed Formula Description	Price
24	Lb	Production Diet: 5/32" or 4.5 mm pellets	
•		Glenwood 1202	(AA) \$1.1337 (AB) \$1.94
		Lisboa Springs 1203	(AA) \$1.1337 (AB) \$1.94
		Los Ojos 1204	(AA) \$1.1337 (AB) \$1.94
		Red River 1205	(AA) \$1.1337 (AB) \$1.94
		Seven Springs 1206	(AA) \$1.1337 (AB) \$1.94
		Rock Lake 1207	(AA) \$1.1337 (AB) \$1.94
25	Lb	Broodstock Diet: 3/16" or 5.5 mm pellets	
		Glenwood 1202	(AA) \$1.2323 (AB) \$1.99
		Lisboa Springs 1203	(AA) \$1.2323 (AB) \$1.99
		Los Ojos 1204	(AA) \$1.2323 (AB) \$1.99
		Red River 1205	(AA) \$1.2323 (AB) \$1.99
		Seven Springs 1206	(AA) \$1.2323 (AB) \$1.99
		Rock Lake 1207	(AA) \$1.2323 (AB) \$1.99
26	Lb	Broodstock Diet: 1/4" or 7.5 mm pellets	
		Glenwood 1202	(AA) \$1.2323 (AB) \$1.99
		Lisboa Springs 1203	(AA) \$1.2323 (AB) \$1.99
		Los Ojos 1204	(AA) \$1.2323 (AB) \$1.99
		Red River 1205	(AA) \$1.2323 (AB) \$1.99
		Seven Springs 1206	(AA) \$1.2323 (AB) \$1.99
		Rock Lake 1207	(AA) \$1.2323 (AB) \$1.99

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Item	Unit	Feed Formula Description	Price			
Section 8 – Bid Price per Pound – Feed Additives, Items 43 – 46 (single price per item; no per-hatchery charge)						
27	Lb	Double Vitamin Pack	(AA) Not Available (AB) \$0.04			
28	Lb	Double Vitamin "C"	(AA) Not Available (AB) \$0.02			
29	Lb	Triple Vitamin "C"	(AA) Not Available (AB) \$0.03			
30	Lb	Red Pigment	(AA) \$0.06/LB for 40ppm (AB) \$0.04 (40ppm)			

^{*** 30} Items Awarded Total ***

Certificate Of Completion

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Valerie Paulk

valerie.paulk@state.nm.us

Signed of Behalf of State Purchasing Agent

New Mexico General Services

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Valerie Paulk

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

Carbon Copy Events	Status	Timestamp			
Witness Events	Signature	Timestamp			
Notary Events	Signature	Timestamp			
Envelope Summary Events	Status	Timestamps			
Envelope Sent	Hashed/Encrypted	11/12/2021 3:26:33 PM			
Certified Delivered	Security Checked	11/12/2021 3:43:02 PM			
Signing Complete	Security Checked	11/12/2021 3:43:15 PM			
Completed	Security Checked	11/12/2021 3:43:15 PM			
Payment Events	Status	Timestamps			
Electronic Record and Signature Disclosure					

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