



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
0000133557
Wilbur-Ellis Nutrition LLC dba Rangen Inc.
PO Box 706
Buhl, ID 83316
Email: aquaculture@rangen.com
Telephone No.: 208 543-6421

Price Agreement Number: **30-51600-22-05622**

Payment Terms: **Net 30**

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

Delivery: **6 NM hatcheries**

Ship To:
New Mexico Department of Game and Fish
Various Locations

Procurement Specialist: **Clarke J. Fountain**

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

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

Invoice:
Department of Game and Fish
1 Wildlife Way
Santa Fe, NM 87507

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

Title: Low Phosphorus Fish Feed

Term: December 30, 2022 thru December 29, 2023

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

Accepted for the State of New Mexico

Valerie Paulk

New Mexico State Purchasing Agent

Date: 12/30/2022

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-3

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-4

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-5

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-6

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Buhl, ID 83316

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aquaculture@rangen.com

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-7

Specifications:

The New Mexico Department of Game and Fish is seeking to establish a Price Agreement for Low Phosphorus Fish Feed. This agreement will supply needed fish food to our six fish hatcheries and other Department owned properties, or programmatic needs. The Department is seeking a multiple vendor award.

The term of this agreement shall be for one (1) year from date of award with an option to extend for a period of five (5) years, on a year by year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed six (6) years.

Escalation / Reduction Clause:

Contractor shall keep pricing fixed for each year of this 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 price increase must include all information listed below:

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

SCOPE OF WORK**SECTION 1****GENERAL REQUIREMENTS**

- A. Only manufacturers that can demonstrate satisfactory production, sale, and performance of low phosphorus trout feed in public hatchery facilities in the western states for a period of not less than two years immediately prior to submission of bids will be considered for acceptance. Documentation of said satisfactory sale and performance may be required prior to award of Price Agreement.
- B. Bidders are welcome to provide the above documentation prior to award by submitting it with their bid and to: New Mexico Department of Game and Fish; P.O. Box 25112; Santa Fe, New Mexico 87504; Attention: Roderick Gallegos, Assistant Chief of Hatcheries, Fisheries Division. Additional information may be obtained in writing or telephoning the Department at (505) 476-8055.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-8

- C. The low phosphorus trout feed offered with bid and sold under the subsequent Price Agreement must meet the industry standards for closed formula feed containing the formulation specifications listed under Sections 3 and 4. Any deviation from these specifications must receive prior approval from the New Mexico Department of Game and Fish. 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.

It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any deviations from both mandatory and desirable specifications stated. Any deviation from a mandatory requirement may render the bid nonresponsive; any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

- D. Feed provided will be tested by the manufacturer biannually for inorganic arsenic. 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. Detection limits of the test shall be set no higher than 0.02ppm. Tests will be conducted in August and February and all results will be forwarded to Kirk Patten, Chief of Fisheries; P.O. Box 25112, Santa Fe, NM 87504. Levels of inorganic arsenic higher than 0.04ppm in feed will be cause for cancellation of the Price Agreement.
- E. Periodic analysis will be made for protein, fat, fiber, moisture, and ash contents, and % pepsin digestibility of finished product by testing laboratories or State departments. 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 Price Agreement. The Department further reserves the right to send inspectors to check the plant equipment and milling procedures.
- F. This order is subject to cancellation on 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 Price Agreement period. In the event of said cancellation any feed remaining at the hatcheries shall be removed by vendor and reimbursement at the Price Agreement price made to the New Mexico Department of Game and Fish.
- G. To assure low phosphorus trout feed availability for the State requirements, Price Agreement may be awarded to more than one supplier as primary, secondary, et cetera.

SECTION 2

FEED ORDERS AND DELIVERIES

- A. The feed unit prices must be shown in Section 6 and shall include all packing, handling, shipping and freight charges FOB storerooms at the six State trout hatchery locations as shown:
1. Glenwood Hatchery – Catwalk Rd. Glenwood, NM 88039
 2. Lisboa Springs Hatchery – 26 Fish Hatchery Road Pecos, NM 87552
 3. Los Ojos Hatchery – 29 Hatchery Rd. Los Ojos, NM 87551
 4. Red River Hatchery – End of State Rd. 515 Questa, NM 87556
 5. Seven Springs Hatchery – 346 FR 314 Jemez Springs, NM 87025
 6. Rock Lake Hatchery – 1025 Hatchery Loop Santa Rosa, NM 88435

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 low phosphorus trout food is 150,000 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 will be pellet size. The quantities indicated in this invitation to bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated Price

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-9

Agreement period. The estimates 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 150,000 lbs. from any of those who receive contracts, depending on performance and availability.

- B. Orders for starter and No. 1 through No. 4 may be made in small lots of 100 to 500 lbs. Delivery to each of the six State hatcheries will be via UPS or similar carrier. Feed Unit prices for small deliveries F.O.B. six State hatcheries must be listed in section 7.
- C. Feed must be packaged in new multi-wall polyethylene or glassine lined paper bags. Bags are to be closed by stitching and of sufficient strength for normal hatchery handling. The net weight of the sinking feed is to be 50 lbs., (40 lbs. is acceptable for floating feed). 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. Bags must be stamped with milling date.
- D. Delivery shall be made within ten (10) days after notification between the hours of 8 a.m. and 4 p.m., Monday through Friday, except on holidays. Exceptions may be made with prior approval of the hatchery manager. Bid price for all feed orders over 20 total bags for individual hatcheries is to include delivery on new pallets with shrink-wrapping. The contractor must notify the hatchery 48-hours in advance of the delivery date. Delivery must be made within 20 days of feed mixing date.

The contractor shall be responsible for replacing any fish feed received in damaged condition at no cost to the State of New Mexico. This includes all shipping costs for returning fish feed to the contractor for replacement.

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.

SECTION 3

FORMULATION SPECIFICATIONS

A. General Requirements:

Low phosphorus 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. The food must meet the complete nutritional requirements of trout without the necessity of supplemental feedings.

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 (10%) or less.

B. Specifications:

Low phosphorus 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 contractor must provide the manufacturers best quality feed. Closed formula feed shall contain the following guaranteed analysis:

1. Fry Diet – Starter, No. 1 and No. 2 granules:
 - Crude Protein – not less than 52%
 - Crude Fat –not less than 17%
 - Crude Fiber – not more than 3%

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-10

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%
Phosphorus – not more than 1% phosphorus

2. Fingerling Diet – No. 3, No. 4, 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%
Phosphorus – not more than 1% phosphorus

3. Production Diet – 1/8", 5/32", 3/16", 1/4", 3.5mm, 4.5mm, 5.5mm, and 7.5mm:

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%
Phosphorus – not more than 1% phosphorus

4. Broodstock Diet – 5/32", 3/16", 1/4", 4.5mm, 5.5mm, 7.5mm:

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%
Phosphorus – not more than 1% phosphorus

- 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.
- 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-11

F. Standard Granule Sizes:

Starter:

To pass through 595 microns – US Screen 30

To pass over 450 microns – US Screen 40

No. 1 Granules:

To pass through 841 microns – US Screen 20

To pass over 595 microns – US Screen 30

No. 2 Granules:

To pass through 1.19 mm – US Screen 16

To pass over 841 microns – US Screen 20

No. 3 Granules:

To pass through 2.00 mm – US Screen 10

To pass over 1.19 mm – US Screen 16

No. 4 Granules:

To pass through 3.36 mm – US Screen 6

To pass over 2.00 mm – US Screen 10

G. Standard Pellet Sizes:

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 4.5 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. Medicated Feed:

Drugs used in the production of medicated feed must be registered for fish culture use by the Food and Drug Administration. Approved sources for drugs are:

Oxytetracycline (Terramycin for fish) – Pfizer, Inc., New York, New York

RO-5 Sulfadimethoxine and Ormetoprin (Romet-30) – Hoffman-La Roche, Inc., Nutley, New Jersey

Medicated feed orders may be made in small lots of 100 to 500 lbs. Feed unit prices FOB six State hatcheries for medicated feed must be listed in Section 8.

B. Additives:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-12

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:

1. Double vitamin pack
2. Double vitamin "C"
3. Triple vitamin "C"
4. Red pigment

SECTION 5

FEED PURCHASE DEVIATION

New Mexico Department of Game and Fish (NMDGF) reserves the right to purchase feed from providers other than the 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. 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.

ITB will involve federal funds, awarded vendor(s) must be registered under the Federal System of Award Management (SAMS) and have a status of 'Active' throughout the term of the price agreement.

<https://www.sam.gov>

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-13

Items:

Item	Article and Description	Unit Price	Comments
	Section 1		
	DELIVERY TO GLENWOOD HATCHERY		
	For Deliveries of 42,000 Pounds, Deliveries must include option of up to 3 drops per truckload (Delivery Cost to be included in response)		
1	Fry Diet	\$1.562	Price listed is for standard starter, not low phos.
2	Starter	\$1.562	Price listed is for standard starter, not low phos.
3	No. 1 Granules	\$1.562	Price listed is for standard starter, not low phos.
4	No. 2 Granules	\$1.562	Price listed is for standard starter, not low phos.
5	Fingerling Diet		
6	No. 3 Granules	\$1.562	Price listed is for standard starter, not low phos.
7	No. 4 or 1.5mm	\$1.064	Price is for 1.5 mm
8	3/32" or 2.5 mm Pellet	\$1.014	
9	Production Diet		
10	1/8" or 3.5mm Pellet	\$0.884	
11	5/32" or 4.5mm Pellet	\$0.884	
12	3/16" or 5.5mm Pellet	\$0.884	
13	1/4" or 7.5mm Pellet	\$0.884	
14	Broadstock Diet		
15	5/32" or 4.5mm Pellet		no bid
16	3/16" or 5.5mm Pellet		no bid
17	1/4" or 7.5mm Pellet		no bid
	Section 2		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		
18	Fry Diet	\$2.470	Price listed is for standard starter, not low phos.
19	Starter		
20	No. 1 Granules	\$2.470	Price listed is for standard starter, not low phos.
21	No. 2 Granules	\$2.470	Price listed is for standard starter, not low phos.
22	Fingerling Diet		
23	No. 3 Granules	\$2.470	Price listed is for standard starter, not low phos.
24	No. 4 or 1.5mm	\$1.970	
25	3/32" or 2.5 mm Pellet	\$1.920	
26	Production Diet		
27	1/8" or 3.5mm Pellet	\$1.790	
28	5/32" or 4.5mm Pellet	\$1.790	
29	3/16" or 5.5mm Pellet	\$1.790	
30	1/4" or 7.5mm Pellet	\$1.790	
31	Broadstock Diet		
32	5/32" or 4.5mm Pellet		no bid
33	3/16" or 5.5mm Pellet		no bid
34	1/4" or 7.5mm Pellet		no bid

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-14

Item	Article and Description	Unit Price	Comments
	Section 3		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		
	Medicated Romet 30 added 0.84% level per CWT		
34	Fry Diets		no bid
35	Fingerling Diets		no bid
36	Production Diets		no bid
37	Broadstock Diets		no bid
	Medicated Romet added 1.68% level per CWT		
38	Fry Diets		no bid
39	Fingerling Diets		no bid
40	Production Diets		no bid
41	Broadstock Diets		no bid
	Medicated Terramycin added 2 grams active drug added per ib. of food		
42	Fry Diets		no bid
43	Fingerling Diets		no bid
44	Production Diets		no bid
45	Broadstock Diets		no bid
	Medicated Terramycin added 4 grams active drug added per ib. of food		
46	Fry Diets		no bid
47	Fingerling Diets		no bid
48	Production Diets		no bid
49	Broadstock Diets		no bid
	Section 4		
	Bid Price per pound (Delivery cost to be included in response)		
	Feed Additive		
50	Double Vitamin Pack		no bid
51	Double Vitamin "C"		no bid
52	Triple Vitamin "C"		no bid
53	Red Pigment		no bid
	Section 1		
	DELIVERY TO LISBOA SPRINGS HATCHERY		
	For Deliveries of 42,000 Pounds, Deliveries must include option of up to 3 drops per truckload (Delivery Cost to be included in response)		
	Fry Diet		
54	Starter	\$1.562	Price listed is for standard starter, not low phos.
55	No. 1 Granules	\$1.562	Price listed is for standard starter, not low phos.
56	No. 2 Granules	\$1.562	Price listed is for standard starter, not low phos.
	Fingerling Diet		
57	No. 3 Granules	\$1.562	Price listed is for standard starter, not low phos.
58	No. 4 or 1.5mm	\$1.064	

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-15

Item	Article and Description	Unit Price	Comments
59	3/32" or 2.5 mm Pellet	\$1.014	
	Production Diet		
60	1/8" or 3.5mm Pellet	\$0.884	
61	5/32" or 4.5mm Pellet	\$0.884	
62	3/16" or 5.5mm Pellet	\$0.884	
63	1/4" or 7.5mm Pellet	\$0.884	
	Broadstock Diet		
64	5/32" or 4.5mm Pellet		no bid
65	3/16" or 5.5mm Pellet		no bid
66	1/4" or 7.5mm Pellet		no bid
	Section 2		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		
	Fry Diet		
67	Starter	\$2.470	Price listed is for standard starter, not low phos.
68	No. 1 Granules	\$2.470	Price listed is for standard starter, not low phos.
69	No. 2 Granules	\$2.470	Price listed is for standard starter, not low phos.
	Fingerling Diet		
70	No. 3 Granules	\$2.470	Price listed is for standard starter, not low phos.
71	No. 4 or 1.5mm	\$1.970	
72	3/32" or 2.5 mm Pellet	\$1.920	
	Production Diet		
73	1/8" or 3.5mm Pellet	\$1.790	
74	5/32" or 4.5mm Pellet	\$1.790	
75	3/16" or 5.5mm Pellet	\$1.790	
76	1/4" or 7.5mm Pellet	\$1.790	
	Broadstock Diet		
77	5/32" or 4.5mm Pellet		no bid
78	3/16" or 5.5mm Pellet		no bid
79	1/4" or 7.5mm Pellet		no bid
	Section 3		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		
	Medicated Romet 30 added 0.84% level per CWT		
80	Fry Diets		no bid
81	Fingerling Diets		no bid
82	Production Diets		no bid
83	Broadstock Diets		no bid
	Medicated Romet added 1.68% level per CWT		
84	Fry Diets		no bid
85	Fingerling Diets		no bid
86	Production Diets		no bid
87	Broadstock Diets		no bid

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-16

Item	Article and Description	Unit Price	Comments
	Medicated Terramycin added 2 grams active drug added per ib. of food		
88	Fry Diets		no bid
89	Fingerling Diets		no bid
90	Production Diets		no bid
91	Broadstock Diets		no bid
	Medicated Terramycin added 4 grams active drug added per ib. of food		
92	Fry Diets		no bid
93	Fingerling Diets		no bid
94	Production Diets		no bid
95	Broadstock Diets		no bid
	Section 4		no bid
	Bid Price per pound (Delivery cost to be included in response)		
	Feed Additive		
95	Double Vitamin Pack		no bid
96	Double Vitamin "C"		no bid
97	Triple Vitamin "C"		no bid
98	Red Pigment		no bid
	Section 1		
	DELIVERY TO LOS OJOS HATCHERY		
	For Deliveries of 42,000 Pounds, Deliveries must include option of up to 3 drops per truckload (Delivery Cost to be included in response)		
99	Fry Diet		
100	Starter	\$1.562	Price listed is for standard starter, not low phos.
101	No. 1 Granules	\$1.562	Price listed is for standard starter, not low phos.
102	No. 2 Granules	\$1.562	Price listed is for standard starter, not low phos.
	Fingerling Diet		
103	No. 3 Granules	\$1.562	Price listed is for standard starter, not low phos.
104	No. 4 or 1.5mm	\$1.064	
105	3/32" or 2.5 mm Pellet	\$1.014	
	Production Diet		
106	1/8" or 3.5mm Pellet	\$0.884	
107	5/32" or 4.5mm Pellet	\$0.884	
108	3/16" or 5.5mm Pellet	\$0.884	
109	1/4" or 7.5mm Pellet	\$0.884	
	Broadstock Diet		
110	5/32" or 4.5mm Pellet		no bid
111	3/16" or 5.5mm Pellet		no bid
112	1/4" or 7.5mm Pellet		no bid
	Section 2		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-17

Item	Article and Description	Unit Price	Comments
	Fry Diet		
113	Starter	\$2.470	Price listed is for standard starter, not low phos.
114	No. 1 Granules	\$2.470	Price listed is for standard starter, not low phos.
115	No. 2 Granules	\$2.470	Price listed is for standard starter, not low phos.
	Fingerling Diet		
116	No. 3 Granules	\$2.470	Price listed is for standard starter, not low phos.
117	No. 4 or 1.5mm	\$1.970	
118	3/32" or 2.5 mm Pellet	\$1.920	
	Production Diet		
119	1/8" or 3.5mm Pellet	\$1.790	
120	5/32" or 4.5mm Pellet	\$1.790	
121	3/16" or 5.5mm Pellet	\$1.790	
122	1/4" or 7.5mm Pellet	\$1.790	
	Broadstock Diet		
123	5/32" or 4.5mm Pellet		no bid
124	3/16" or 5.5mm Pellet		no bid
125	1/4" or 7.5mm Pellet		no bid
	Section 3		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		
	Medicated Romet 30 added 0.84% level per CWT		
126	Fry Diets		no bid
127	Fingerling Diets		no bid
128	Production Diets		no bid
129	Broadstock Diets		no bid
	Medicated Romet added 1.68% level per CWT		
130	Fry Diets		no bid
131	Fingerling Diets		no bid
132	Production Diets		no bid
133	Broadstock Diets		no bid
	Medicated Terramycin added 2 grams active drug added per lb. of food		
134	Fry Diets		no bid
135	Fingerling Diets		no bid
136	Production Diets		no bid
137	Broadstock Diets		no bid
	Medicated Terramycin added 4 grams active drug added per lb. of food		
138	Fry Diets		no bid
139	Fingerling Diets		no bid
140	Production Diets		no bid
141	Broadstock Diets		no bid
	Section 4		no bid

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-18

Item	Article and Description	Unit Price	Comments
	Bid Price per pound (Delivery cost to be included in response)		
	Feed Additive		
142	Double Vitamin Pack		no bid
143	Double Vitamin "C"		no bid
144	Triple Vitamin "C"		no bid
145	Red Pigment		no bid
	Section 1		
	DELIVERY TO RED RIVER HATCHERY		
	For Deliveries of 42,000 Pounds, Deliveries must include option of up to 3 drops per truckload (Delivery Cost to be included in response)		
	Fry Diet		
146	Starter	\$1.562	Price listed is for standard starter, not low phos.
147	No. 1 Granules	\$1.562	Price listed is for standard starter, not low phos.
148	No. 2 Granules	\$1.562	Price listed is for standard starter, not low phos.
	Fingerling Diet		
149	No. 3 Granules	\$1.562	Price listed is for standard starter, not low phos.
150	No. 4 or 1.5mm	\$1.064	
151	3/32" or 2.5 mm Pellet	\$1.014	
	Production Diet		
152	1/8" or 3.5mm Pellet	\$0.884	
153	5/32" or 4.5mm Pellet	\$0.884	
154	3/16" or 5.5mm Pellet	\$0.884	
155	1/4" or 7.5mm Pellet	\$0.884	
	Broadstock Diet		
156	5/32" or 4.5mm Pellet		no bid
157	3/16" or 5.5mm Pellet		no bid
158	1/4" or 7.5mm Pellet		no bid
	Section 2		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		
	Fry Diet		
159	Starter	\$2.470	Price listed is for standard starter, not low phos.
160	No. 1 Granules	\$2.470	Price listed is for standard starter, not low phos.
161	No. 2 Granules	\$2.470	Price listed is for standard starter, not low phos.
	Fingerling Diet		
162	No. 3 Granules	\$2.470	Price listed is for standard starter, not low phos.
163	No. 4 or 1.5mm	\$1.970	
164	3/32" or 2.5 mm Pellet	\$1.920	
	Production Diet		
165	1/8" or 3.5mm Pellet	\$1.790	
166	5/32" or 4.5mm Pellet	\$1.790	
167	3/16" or 5.5mm Pellet	\$1.790	

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-19

Item	Article and Description	Unit Price	Comments
168	1/4" or 7.5mm Pellet	\$1.790	
	Broadstock Diet		
167	5/32" or 4.5mm Pellet		no bid
168	3/16" or 5.5mm Pellet		no bid
169	1/4" or 7.5mm Pellet		no bid
	Section 3		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		
	Medicated Romet 30 added 0.84% level per CWT		
170	Fry Diets		no bid
171	Fingerling Diets		no bid
172	Production Diets		no bid
173	Broadstock Diets		no bid
	Medicated Romet added 1.68% level per CWT		
174	Fry Diets		no bid
175	Fingerling Diets		no bid
176	Production Diets		no bid
177	Broadstock Diets		no bid
	Medicated Terramycin added 2 grams active drug added per lb. of food		
178	Fry Diets	\$0.610	Price listed is in addition to cost of base feed
179	Fingerling Diets	\$0.610	Price listed is in addition to cost of base feed
180	Production Diets	\$0.610	Price listed is in addition to cost of base feed
181	Broadstock Diets		no bid
	Medicated Terramycin added 4 grams active drug added per lb. of food		
182	Fry Diets	\$0.700	Price listed is in addition to cost of base feed
183	Fingerling Diets	\$0.700	Price listed is in addition to cost of base feed
184	Production Diets	\$0.700	Price listed is in addition to cost of base feed
185	Broadstock Diets		no bid
	Section 4		
	Bid Price per pound (Delivery cost to be included in response)		
	Feed Additive		
186	Double Vitamin Pack	\$0.015	Price listed is in addition to cost of base feed
187	Double Vitamin "C"	\$0.006	Price listed is in addition to cost of base feed at 500 ppm Vitamin C
188	Triple Vitamin "C"	\$0.013	Price listed is in addition to cost of base feed at 1000 ppm Vitamin C
189	Red Pigment	\$0.030	Price listed is in addition to cost of base feed at 40 ppm Astaxanthin
	Section 1		
	DELIVERY TO SEVEN SPRINGS HATCHERY		
	For Deliveries of 42,000 Pounds, Deliveries must include option of up to 3 drops per truckload (Delivery Cost to be included in response)		

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-20

Item	Article and Description	Unit Price	Comments
	Fry Diet		
190	Starter	\$1.562	Price listed is for standard starter, not low phos.
191	No. 1 Granules	\$1.562	Price listed is for standard starter, not low phos.
192	No. 2 Granules	\$1.562	Price listed is for standard starter, not low phos.
	Fingerliing Diet		
193	No. 3 Granules	\$1.562	Price listed is for standard starter, not low phos.
194	No. 4 or 1.5mm	\$1.064	
195	3/32" or 2.5 mm Pellet	\$1.014	
	Production Diet		
196	1/8" or 3.5mm Pellet	\$0.884	
197	5/32" or 4.5mm Pellet	\$0.884	
198	3/16" or 5.5mm Pellet	\$0.884	
199	1/4" or 7.5mm Pellet	\$0.884	
	Broadstock Diet		
200	5/32" or 4.5mm Pellet		no bid
201	3/16" or 5.5mm Pellet		no bid
202	1/4" or 7.5mm Pellet		no bid
	Section 2		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		
	Fry Diet		
203	Starter	\$2.470	Price listed is for standard starter, not low phos.
204	No. 1 Granules	\$2.470	Price listed is for standard starter, not low phos.
205	No. 2 Granules	\$2.470	Price listed is for standard starter, not low phos.
	Fingerliing Diet		
206	No. 3 Granules	\$2.470	Price listed is for standard starter, not low phos.
207	No. 4 or 1.5mm	\$1.970	
208	3/32" or 2.5 mm Pellet	\$1.920	
	Production Diet		
209	1/8" or 3.5mm Pellet	\$1.790	
210	5/32" or 4.5mm Pellet	\$1.790	
211	3/16" or 5.5mm Pellet	\$1.790	
212	1/4" or 7.5mm Pellet	\$1.790	
	Broadstock Diet		
213	5/32" or 4.5mm Pellet		no bid
214	3/16" or 5.5mm Pellet		no bid
215	1/4" or 7.5mm Pellet		no bid
	Section 3		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		
	Medicated Romet 30 added 0.84% level per CWT		
216	Fry Diets		no bid
217	Fingerliing Diets		no bid

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-21

Item	Article and Description	Unit Price	Comments
218	Production Diets		no bid
219	Broadstock Diets		no bid
	Medicated Romet added 1.68% level per CWT		
220	Fry Diets		no bid
221	Fingerling Diets		no bid
222	Production Diets		no bid
223	Broadstock Diets		no bid
	Medicated Terramycin added 2 grams active drug added per ib. of food		
224	Fry Diets	\$0.610	
225	Fingerling Diets	\$0.610	
226	Production Diets	\$0.610	
227	Broadstock Diets		no bid
	Medicated Terramycin added 4 grams active drug added per ib. of food		
228	Fry Diets	\$0.700	
229	Fingerling Diets	\$0.700	
230	Production Diets	\$0.700	
231	Broadstock Diets		no bid
	Section 4		
	Bid Price per pound (Delivery cost to be included in response)		
	Feed Additive		
232	Double Vitamin Pack	\$0.015	Price listed is in addition to cost of base feed
233	Double Vitamin "C"	\$0.006	Price listed is in addition to cost of base feed at 500 ppm Vitamin C
234	Triple Vitamin "C"	\$0.013	Price listed is in addition to cost of base feed at 1000 ppm Vitamin C
235	Red Pigment	\$0.030	Price listed is in addition to cost of base feed at 40 ppm Astaxanthin
	Section 1		
	DELIVERY TO ROCK LAKE HATCHERY		
	For Deliveries of 42,000 Pounds, Deliveries must include option of up to 3 drops per truckload (Delivery Cost to be included in response)		
	Fry Diet		
236	Starter	\$1.562	Price listed is for standard starter, not low phos.
237	No. 1 Granules	\$1.562	Price listed is for standard starter, not low phos.
238	No. 2 Granules	\$1.562	Price listed is for standard starter, not low phos.
	Fingerling Diet		
239	No. 3 Granules	\$1.562	Price listed is for standard starter, not low phos.
240	No. 4 or 1.5mm	\$1.064	
241	3/32" or 2.5 mm Pellet	\$1.014	
	Production Diet		
242	1/8" or 3.5mm Pellet	\$0.884	

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-22

Item	Article and Description	Unit Price	Comments
243	5/32" or 4.5mm Pellet	\$0.884	
244	3/16" or 5.5mm Pellet	\$0.884	
245	1/4" or 7.5mm Pellet	\$0.884	
	Broadstock Diet		
246	5/32" or 4.5mm Pellet		no bid
247	3/16" or 5.5mm Pellet		no bid
248	1/4" or 7.5mm Pellet		no bid
	Section 2		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		
	Fry Diet		
249	Starter	\$2.470	Price listed is for standard starter, not low phos.
250	No. 1 Granules	\$2.470	Price listed is for standard starter, not low phos.
251	No. 2 Granules	\$2.470	Price listed is for standard starter, not low phos.
	Fingerling Diet		
252	No. 3 Granules	\$2.470	Price listed is for standard starter, not low phos.
253	No. 4 or 1.5mm	\$1.970	
254	3/32" or 2.5 mm Pellet	\$1.920	
	Production Diet		
256	1/8" or 3.5mm Pellet	\$1.790	
257	5/32" or 4.5mm Pellet	\$1.790	
258	3/16" or 5.5mm Pellet	\$1.790	
259	1/4" or 7.5mm Pellet	\$1.790	
	Broadstock Diet		
260	5/32" or 4.5mm Pellet		no bid
261	3/16" or 5.5mm Pellet		no bid
262	1/4" or 7.5mm Pellet		no bid
	Section 3		
	Price Per Pound, For Deliveries of 100 to 500 pounds (Delivery Cost to be included in response)		
	Medicated Romet 30 added 0.84% level per CWT		
263	Fry Diets		no bid
264	Fingerling Diets		no bid
265	Production Diets		no bid
266	Broadstock Diets		no bid
	Medicated Romet added 1.68% level per CWT		
267	Fry Diets		no bid
268	Fingerling Diets		no bid
269	Production Diets		no bid
270	Broadstock Diets		no bid
	Medicated Terramycin added 2 grams active drug added per lb. of food		
271	Fry Diets	\$0.610	Price listed is in addition to cost of base feed
272	Fingerling Diets	\$0.610	Price listed is in addition to cost of base feed

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-51600-22-05622

Page-23

Item	Article and Description	Unit Price	Comments
273	Production Diets	\$0.610	Price listed is in addition to cost of base feed
274	Broadstock Diets		no bid
	Medicated Terramycin added 4 grams active drug added per lb. of food		
275	Fry Diets	\$0.700	Price listed is in addition to cost of base feed
276	Fingerling Diets	\$0.700	Price listed is in addition to cost of base feed
277	Production Diets	\$0.700	Price listed is in addition to cost of base feed
278	Broadstock Diets	.	no bid
	Section 4		
	Bid Price per pound (Delivery cost to be included in response)		
	Feed Additive		
279	Double Vitamin Pack	\$0.015	Price listed is in addition to cost of base feed
280	Double Vitamin "C"	\$0.006	Price listed is in addition to cost of base feed at 500 ppm Vitamin C
281	Triple Vitamin "C"	\$0.013	Price listed is in addition to cost of base feed at 1000 ppm Vitamin C
282	Red Pigment	\$0.030	Price listed is in addition to cost of base feed at 40 ppm Astaxanthin

*** 282 Items Awarded Total ***

Certificate Of Completion

Envelope Id: 533E2E0338D04D9D9DF1BD4B43A46CFB

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Source Envelope:

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Signatures: 1

Envelope Originator:

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Initials: 2

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Michael Saavedra

MS

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michael.saavedra@gsd.nm.gov

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New Mexico General Services

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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

Clarke Fountain

CF

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clarkej.fountain@gsd.nm.gov

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Procurement Specialist

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New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 67.0.207.126

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk

Valerie Paulk

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Valerie.Paulk@gsd.nm.gov

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Signed of Behalf of State Purchasing Agent

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New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

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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	12/30/2022 11:26:12 AM
Certified Delivered	Security Checked	12/30/2022 11:43:50 AM
Signing Complete	Security Checked	12/30/2022 11:44:04 AM
Completed	Security Checked	12/30/2022 11:44:04 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

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

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

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

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

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.