



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000042692
AK Farms
PO Box 36
Bosque, NM. 87006


Telephone No.: (505) 864-3788

Contract Number: 11-516-00-04899

Contract Amendment No.: One

Term: May 23, 2011 - May 22, 2019

Ship to:
New Mexico Department of Game & Fish
PO Box 25112
Santa Fe, NM. 87504

Procurement Specialist: Mike Riggs 

Telephone No.: (505) 827-0564

Invoice:
Same as "Ship to"

For questions regarding this Contract please contact:

David Rohrbach (505) 827-8144

Title: Farm Production & Harvest

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

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from May 23, 2015 to May 22, 2019 at the same price, terms and conditions.

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

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 02/03/2015



State of New Mexico General Services Department

Contract

Awarded Vendor

0000042692
AK Farms
PO Box 36
Bosque, NM 87006

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Contract Number: 11-516-00-04899


Payment Terms: Net 30

F.O.B.: Destination

Delivery: As per Agency

Ship To:

New Mexico Department of Game & Fish
PO Box 25112
Santa Fe, NM 87504

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Telephone No.: (505) 827-0564

Invoice:

Same as Ship To

For questions regarding this contract please contact;
Carlos Gonzales (505) 476-8144

Title: Farm Production & Harvest

Term: May 23, 2011 thru May 22, 2015

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 5/20/2011

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

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

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General Services Department
Purchasing Division
Contract #: 11-516-00-04899

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11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by 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).

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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. 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.

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 twenty (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 agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

B. Contractor agrees to maintain a record of the number of 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 employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information:
<http://insurenwnewmexico.state.nm.us/>

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/spd/guidance.doc>

Contract

Article I – Statement of Work

Contract to provide requirements as indicated in specifications.

Article II – Term

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

Article III – Termination

This Contract may be terminated by either signing party upon written notice by either party to the other at least thirty (30) days in advance of the date of termination. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article IV – Amendment

This Contract may be amended by mutual agreement of the New Mexico State Purchasing Agent and the Contractor upon written notice by either party to the other. An amendment to this Contract shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract's expiration date are not allowed unless specifically provided for in bid and contract documents.

Article V – Price Schedule

Price(s) as listed are firm.

Article VI – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VII – Contractor Agreement

Contractor agrees to:

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

Contractor License Number (if applicable) _____

Classification _____

State of New Mexico
General Services Department
Purchasing Division
Contract #: 11-516-00-04899

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Establish a Contract for the New Mexico Department of Game & Fish for farm production and harvest.

This solicitation for bids is for a farm production and harvest contract for a period of 4 years with the option to extend for an additional 4 years to facilitate proper farm management and be in compliance with 13-1-150. This agreement will be most beneficial to the agency if entered into for the longest term available to get the best obtainable price as well as best value.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

The required specifications are as follows:

1. Land to be farmed: During the term of this Contract, Producer shall have the exclusive right to produce agricultural crops within the Casa Colorada and Belen Waterfowl Management Units (Areas) as such acreage is described in Appendix "A" attached hereto and incorporated herein.
2. Compensation: The Producer shall compensate the Department as follows:
 - a) Each production/harvest year (defined as: February 1 thru October 31) the Producer will provide the Department with not less than 600,000 pounds of standing-in-the-field grain corn, ("Production Payment").
 - b) To the extent that Producer is unable to provide the required 600,000 pounds of in-the-field corn the producer will, within 60 days after determination of actual corn production, provide to the Department the balance of poundage due in grain corn. ("Shortfall Payment") Grain corn shall be subject to the inspection and approval by the Department prior to delivery.
 - c) In addition to the Production Payment, and if needed, the Shortfall Payment, the Producer shall pay an annual fee in the amount of \$257.00/per acre ("Cash Payment") based on the Producers actual available acreage. Actual available acreages is described as that acreage described in Appendix "A" not obligated towards the Production payment and acreage not currently in production. As actual available acreage is adjusted, the Cash Payment shall be adjusted accordingly.
 - d) In lieu of the Cash Payment, the Department may consider the value of capital improvements made to or on the Areas as satisfying all or a portion of the Cash Payment. The value of the improvements will be determined on an actual cost basis as agreed to between the Farm Manager and the Producer. Producer shall not commence any improvements until the Farm Manager has approved them in writing. Potential capital improvements may be submitted to the Farm Manager for consideration.
3. Farm Management Plan: The Department shall appoint a Farm Manager to directly oversee implementation of this Agreement. The Farm Manager shall prepare a five-year Farm Management Plan (with annual updates) to which the Producer shall comply. The Farm Management Plan shall include designated acreage that must be reserved solely for production of Payment crops, and that may be farmed for the benefit of the Producer. The Producer and Farm Manager may, from time to time, negotiate to adjust relative acreage based upon Producers ability or need, as the case may be, to use less or more acreage in order to successfully produce the Payment crop. Such adjustment shall result in an adjustment of the Cash Payment.

State of New Mexico
 General Services Department
 Purchasing Division
 Contract #: 11-516-00-04899

4. Obligations of Producer :

- a) Provide all personnel, equipment, labor and supplies needed to produce agricultural crops including schedule of irrigation water on the acreage described in Exhibit "A", including but not limited to the acreage necessary to produce the Production Payment crop.
- b) All use of seed, pesticides, fertilizers and any other chemicals must be pre-approved by the Farm Manager prior to application and use.
- c) Not later than 60 days after each harvest, provide the Farm Manager with records of planting dates, planting rate, field operations, irrigation schedules, pesticide applicators' license number and pesticide use records in accordance with NMDA Pesticide Bureau Regulations.
- d) Participate with the Farm Manager in performing germination counts and grain production samples to monitor production requirements of 600,000 lbs of grain.
- e) Perform all necessary general maintenance of fields and improvements required for the continued operation of the acreage under cultivation and complete all repairs identified by the farm manger from damages caused by the Producer.
- f) Make the payments specified in paragraph 2.

5. Obligations of Department:

- a) Provide access to the Areas during production and harvest season. Access may be limited during public use seasons and as deemed necessary for wildlife management or public safety reasons by the Farm Manager. The Producer will be notified prior to these restrictions.
- b) Provide temporary parking area for equipment during production and harvest season. Department will not be liable for any damages.
- c) Be responsible for grain purchase due to crop loss from natural disaster. Such as flooding (including irrigation canal failure), hail, wind (excess of 50 mph), severe drought.
- d) Monitor and conduct grain production samples at the end of the harvest season to determine poundage of grain produced using established methods as described in the Doan's Standard Harvest Equation.
- e) Be responsible for water payments to MRGCD.

6. Depredation Claims: At no time during the term of this Contract shall Producer claim any depredation damage to agricultural crops growing, harvested or stored pursuant to this Agreement by state or federally listed or designated threatened, endangered or listed wildlife species or wildlife species protected under Chapter 17 NMSA. Depredation caused by other species shall be reasonably addressed by the Producer and the Department.

Item	Approx Qty	Unit	Article and Description	Unit Price
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001			Price per Acre to Produce	\$257.00
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*** 1 Item Total***





State of New Mexico General Services Department

Contract

Awarded Vendor

0000042692

AK Farms

PO Box 36

Bosque, NM 87006

Telephone No. (505) 864-3788

Contract Number: 11-516-00-04899

Payment Terms: Net 30

F.O.B.: Destination


Delivery: As per Agency

Ship To:

New Mexico Department of Game & Fish

PO Box 25112

Santa Fe, NM 87504

Procurement Specialist: Mike Riggs 

Telephone No.: (505) 827-0564

Invoice:

Same as Ship To

For questions regarding this contract please contact:
Carlos Gonzales (505) 476-8144

Title: **Farm Production & Harvest**

Term: **May 23, 2011 thru May 22, 2015**

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 5/20/2011

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

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The PE10-249 and PE250 worksheet is available at the following website:
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Contract

Article I – Statement of Work

Contract to provide requirements as indicated in specifications.

Article II – Term

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

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This Contract may be terminated by either signing party upon written notice by either party to the other at least thirty (30) days in advance of the date of termination. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article IV – Amendment

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Article V – Price Schedule

Price(s) as listed are firm.

Article VI – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VII – Contractor Agreement

Contractor agrees to:

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

Contractor License Number (if applicable) _____

Classification _____

State of New Mexico
General Services Department
Purchasing Division
Contract #: 11-516-00-04899

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Establish a Contract for the New Mexico Department of Game & Fish for farm production and harvest.

This solicitation for bids is for a farm production and harvest contract for a period of 4 years with the option to extend for an additional 4 years to facilitate proper farm management and be in compliance with 13-1-150. This agreement will be most beneficial to the agency if entered into for the longest term available to get the best obtainable price as well as best value.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

The required specifications are as follows:

1. Land to be farmed: During the term of this Contract, Producer shall have the exclusive right to produce agricultural crops within the Casa Colorada and Belen Waterfowl Management Units (Areas) as such acreage is described in Appendix "A" attached hereto and incorporated herein.
2. Compensation: The Producer shall compensate the Department as follows:
 - a) Each production/harvest year (defined as: February 1 thru October 31) the Producer will provide the Department with not less than 600,000 pounds of standing-in-the-field grain corn, ("Production Payment").
 - b) To the extent that Producer is unable to provide the required 600,000 pounds of in-the-field corn the producer will, within 60 days after determination of actual corn production, provide to the Department the balance of poundage due in grain corn. ("Shortfall Payment") Grain corn shall be subject to the inspection and approval by the Department prior to delivery.
 - c) In addition to the Production Payment, and if needed, the Shortfall Payment, the Producer shall pay an annual fee in the amount of **\$257.00/per acre** ("Cash Payment") based on the Producers actual available acreage. Actual available acreages is described as that acreage described in Appendix "A" not obligated towards the Production payment and acreage not currently in production. As actual available acreage is adjusted, the Cash Payment shall be adjusted accordingly.
 - d) In lieu of the Cash Payment, the Department may consider the value of capital improvements made to or on the Areas as satisfying all or a portion of the Cash Payment. The value of the improvements will be determined on an actual cost basis as agreed to between the Farm Manager and the Producer. Producer **shall** not commence any improvements until the Farm Manager has approved them in writing. Potential capitol improvements may be submitted to the Farm Manager for consideration.
3. Farm Management Plan: The Department shall appoint a Farm Manager to directly oversee implementation of this Agreement. The Farm Manager shall prepare a five-year Farm Management Plan (with annual updates) to which the Producer shall comply. The Farm Management Plan shall include designated acreage that must be reserved solely for production of Payment crops, and that may be farmed for the benefit of the Producer. The Producer and Farm Manager may, from time to time, negotiate to adjust relative acreage based upon Producers ability or need, as the case may be, to use less or more acreage in order to successfully produce the Payment crop. Such adjustment shall result in an adjustment of the Cash Payment.

State of New Mexico
 General Services Department
 Purchasing Division
 Contract #: 11-516-00-04899

4. Obligations of Producer :

- a) Provide all personnel, equipment, labor and supplies needed to produce agricultural crops including schedule of irrigation water on the acreage described in Exhibit "A", including but not limited to the acreage necessary to produce the Production Payment crop.
- b) All use of seed, pesticides, fertilizers and any other chemicals must be pre-approved by the Farm Manager prior to application and use.
- c) Not later than 60 days after each harvest, provide the Farm Manager with records of planting dates, planting rate, field operations, irrigation schedules, pesticide applicators' license number and pesticide use records in accordance with NMDA Pesticide Bureau Regulations.
- d) Participate with the Farm Manager in performing germination counts and grain production samples to monitor production requirements of 600,000 lbs of grain.
- e) Perform all necessary general maintenance of fields and improvements required for the continued operation of the acreage under cultivation and complete all repairs identified by the farm manger from damages caused by the Producer.
- f) Make the payments specified in paragraph 2.

5. Obligations of Department:

- a) Provide access to the Areas during production and harvest season. Access may be limited during public use seasons and as deemed necessary for wildlife management or public safety reasons by the Farm Manager. The Producer will be notified prior to these restrictions.
- b) Provide temporary parking area for equipment during production and harvest season. Department will not be liable for any damages.
- c) Be responsible for grain purchase due to crop loss from natural disaster. Such as flooding (including irrigation canal failure), hail, wind (excess of 50 mph), severe drought.
- d) Monitor and conduct grain production samples at the end of the harvest season to determine poundage of grain produced using established methods as described in the Doan's Standard Harvest Equation.
- e) Be responsible for water payments to MRGCD.

6. Depredation Claims: At no time during the term of this Contract shall Producer claim any depredation damage to agricultural crops growing, harvested or stored pursuant to this Agreement by state or federally listed or designated threatened, endangered or listed wildlife species or wildlife species protected under Chapter 17 NMSA. Depredation caused by other species shall be reasonably addressed by the Producer and the Department.

Item	Approx Qty	Unit	Article and Description	Unit Price
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001			Price per Acre to Produce	\$257.00
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*** 1 Item Total***



Return Invitation to Bid to
 State of New Mexico
 General Services Department
 Purchasing Division
 1100 St. Francis Dr., Room 2016 (87505)
 PO Drawer 6850
 Santa Fe, New Mexico 87502-6850
 (505) 827-0472

GSD/PD (Rev. 1/11)

Invitation to Bid Contract

Title: **Farm Production & Harvest**

Bid number: **11-516-00-04899**
 Agency requested delivery: **As Requested**
 Commodity code(s): **70141900, 70142000, 70151700**

Ship To: New Mexico Department of Game & Fish PO Box 25112 Santa Fe, NM 87504
Invoice: Same as Ship To

Formal Sealed Bid Opening
 Place: NM State Purchasing Division Bid Room
 Bid opening date: **May 17, 2011**
 Time: **2:00pm**

If you have questions regarding this Invitation to Bid please contact:
 Procurement Specialist: **Mike Riggs** *MR*
 Telephone No.: (505) 827-0564

Bidder MUST complete and sign the following in order for Bid to be valid:

Company name: _____ Address: _____
 Telephone no.: _____
 Federal tax ID#: _____
 Signature: _____ Print or type name: _____

Vendor MUST indicate below its company status as related to the pay equity initiative or vendor will be deemed non responsive.

<input type="checkbox"/> My organization has ten or more employees and my pay equity worksheet (PE10-249 or PE250) is attached. (Two (2) copies are recommended)
<input type="checkbox"/> My organization is exempt from the pay equity reporting requirement because I have fewer than ten employees AND do not have at least eight employees in the same job classification.
<input type="checkbox"/> My organization is exempt from the pay equity reporting requirement because I do not have any employees performing work within the state of New Mexico.

Additional Bidder Information

NM 5% resident preference certification number: _____ E-mail: _____

Payment terms: _____ (Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated by the NM State Purchasing Agent

Vendor's Delivery: _____ (May be considered in the award)

Important - 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. (Note: "No Bid" does not require a return of this document.) Sealed bids will be received at the above address until the above specified date and local time, then publicly opened in the New Mexico State Purchasing Division Bid Room. This Bid is subject to the "Terms and Conditions," shown on the reverse side of this page, and "Additional Bidding Instructions," if any.

If applicable, Bidder acknowledges receipt of the following amendments(s):

Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

State of New Mexico
General Services Department
Purchasing Division
Contract #: 11-516-00-04899

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11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by 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 13-1-99 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. 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. 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.

Important Bidding Information

Resident Manufacturer Preference – To expedite the determination of eligibility for the 5% Resident Manufacture Preference, Vendor must complete the following if applicable.

I (we) certify that the following items numbered: _____ as indicated in this bid were/are grown, produced, processed, or manufactured wholly in the state of New Mexico.

Signature of Bidder: _____
(Vendor must sign)

Resident/Contractor Preference: Bidders claiming 5% preference must be certified prior to bid opening pursuant to Sections 13-1-21 & 13-4-2 NMSA 1978.

All Bidders must notify the State Purchasing Agent or his/her designee if any employee(s) of the requesting agency or the office of the State Purchasing Agent have a financial interest in the Bidder:

No financial interest **Yes financial interest**

If yes specify by name: _____

Bid tabulations will be posted to our website approximately two (2) weeks after bid opening date. To access go to www.generalservices.state.nm.us/spd/, click on Bid Tabulation.

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, is cause for this office to reject their bid.

Brand names and numbers are for reference only; equivalents will be considered. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Specifications on the bid are not to exclude any bidder or manufacture. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid, it is requested that his opinion be made known to the State Purchasing Agent or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the State Purchasing Agent or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the State of New Mexico. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Awards

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the State in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The State Purchasing Agent reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the State of New Mexico.

The New Mexico State Purchasing Agent or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the State of New Mexico.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Paula Salazar (505-827-0474) of this office at least five (5) working days prior to the scheduled bid opening.

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 twenty (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 agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

B. Contractor agrees to maintain a record of the number of 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 employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information:

<http://insurenemexico.state.nm.us/>

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/spd/guidance.doc>

In an effort to expedite the Bid process, please submit two (2) copies of your pay equity worksheet.

Contract

Article I – Statement of Work

Contract to provide requirements as indicated in specifications.

Article II – Term

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

Article III – Termination

This Contract may be terminated by either signing party upon written notice by either party to the other at least thirty (30) days in advance of the date of termination. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article IV – Amendment

This Contract may be amended by mutual agreement of the New Mexico State Purchasing Agent and the Contractor upon written notice by either party to the other. An amendment to this Contract shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract's expiration date are not allowed unless specifically provided for in bid and contract documents.

Article V – Price Schedule

Price(s) as listed are firm.

Article VI – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VII – Contractor Agreement

Contractor agrees to:

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

Contractor License Number (if applicable) _____

Classification _____

State of New Mexico
General Services Department
Purchasing Division
Contract #: 11-516-00-04899

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Establish a Contract for the New Mexico Department of Game & Fish for farm production and harvest.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) 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 agreement shall not exceed four (4) years.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

The required specifications are as follows:

1. Land to be farmed: During the term of this Contract, Producer shall have the exclusive right to produce agricultural crops within the Casa Colorado and Belen Waterfowl Management Units (Areas) as such acreage is described in Appendix "A" attached hereto and incorporated herein.
2. Compensation: The Producer shall compensate the Department as follows:
 - a) Each production/harvest year (defined as: February 1 thru October 31) the Producer will provide the Department with not less than 600,000 pounds of standing-in-the-field grain corn, ("Production Payment").
 - b) To the extent that Producer is unable to provide the required 600,000 pounds of in-the-field corn the producer will, within 60 days after determination of actual corn production, provide to the Department the balance of poundage due in grain corn. ("Shortfall Payment") Grain corn shall be subject to the inspection and approval by the Department prior to delivery.
 - c) In addition to the Production Payment, and if needed, the Shortfall Payment, the Producer shall pay an annual fee in the amount of \$ _____/per acre ("Cash Payment") based on the Producers actual available acreage. Actual available acreages is described as that acreage described in Appendix "A" not obligated towards the Production payment and acreage not currently in production. As actual available acreage is adjusted, the Cash Payment shall be adjusted accordingly.
 - d) In lieu of the Cash Payment, the Department may consider the value of capital improvements made to or on the Areas as satisfying all or a portion of the Cash Payment. The value of the improvements will be determined on an actual cost basis as agreed to between the Farm Manager and the Producer. Producer **shall** not commence any improvements until the Farm Manager has approved them in writing. Potential capitol improvements may be submitted to the Farm Manager for consideration.
3. Farm Management Plan: The Department shall appoint a Farm Manager to directly oversee implementation of this Agreement. The Farm Manager shall prepare a five-year Farm Management Plan (with annual updates) to which the Producer shall comply. The Farm Management Plan shall include designated acreage that must be reserved solely for production of Payment crops, and that may be farmed for the benefit of the Producer. The Producer and Farm Manager may, from time to time, negotiate to adjust relative acreage based upon Producers ability or need, as the case may be, to use less or more acreage in order to successfully produce the Payment crop. Such adjustment shall result in an adjustment of the Cash Payment.

4. Obligations of Producer :

- a) Provide all personnel, equipment, labor and supplies needed to produce agricultural crops including schedule of irrigation water on the acreage described in Exhibit "A", including but not limited to the acreage necessary to produce the Production Payment crop.
- b) All use of seed, pesticides, fertilizers and any other chemicals must be pre-approved by the Farm Manager prior to application and use.
- c) Not later than 60 days after each harvest, provide the Farm Manager with records of planting dates, planting rate, field operations, irrigation schedules, pesticide applicators' license number and pesticide use records in accordance with NMDA Pesticide Bureau Regulations.
- d) Participate with the Farm Manager in performing germination counts and grain production samples to monitor production requirements of 600,000 lbs of grain.
- e) Perform all necessary general maintenance of fields and improvements required for the continued operation of the acreage under cultivation and complete all repairs identified by the farm manger from damages caused by the Producer.
- f) Make the payments specified in paragraph 2.

5. Obligations of Department:

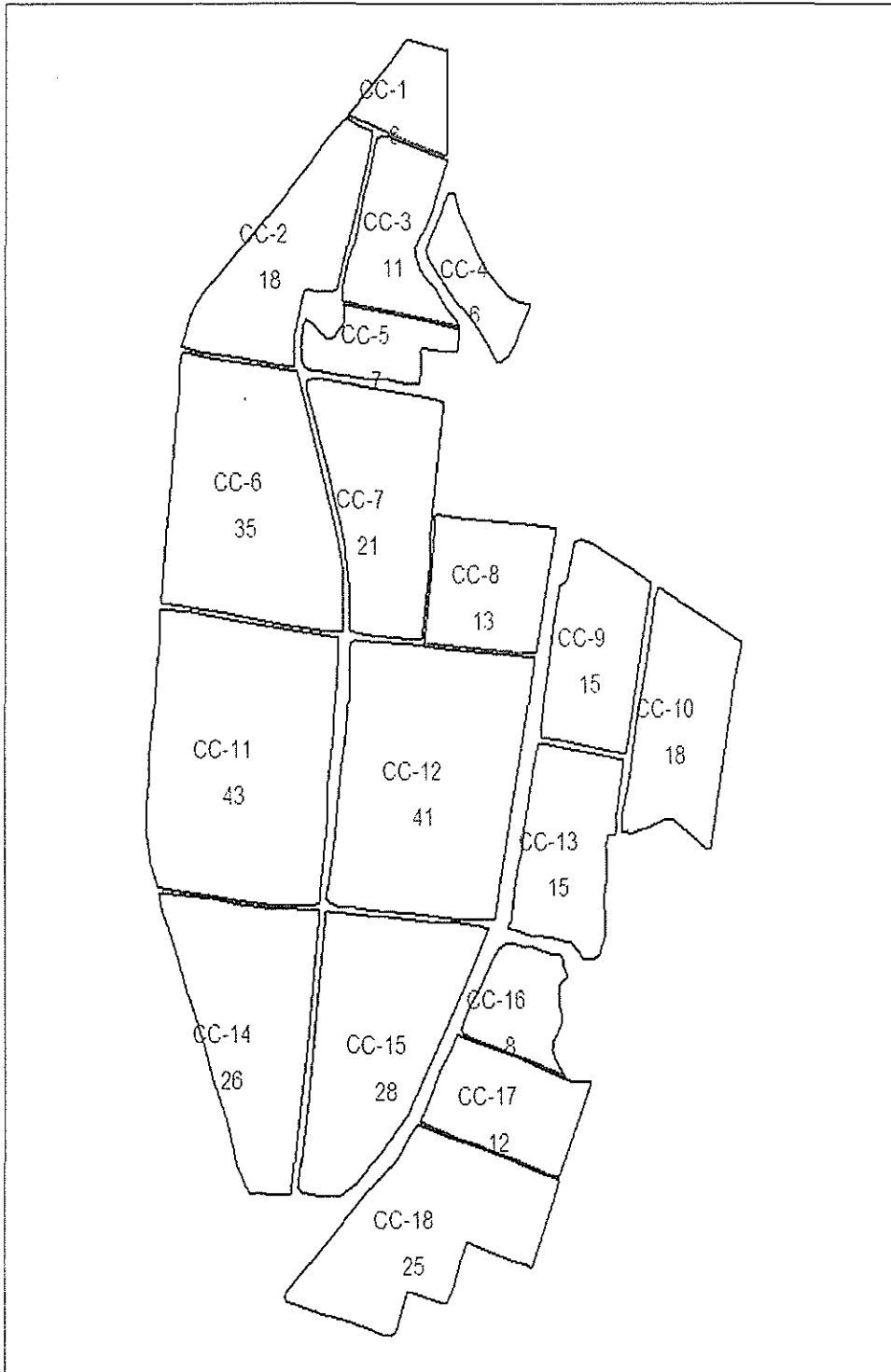
- a) Provide access to the Areas during production and harvest season. Access may be limited during public use seasons and as deemed necessary for wildlife management or public safety reasons by the Farm Manager. The Producer will be notified prior to these restrictions.
- b) Provide temporary parking area for equipment during production and harvest season. Department will not be liable for any damages.
- c) Be responsible for grain purchase due to crop loss from natural disaster. Such as flooding (including irrigation canal failure), hail, wind (excess of 50 mph), severe drought.
- d) Monitor and conduct grain production samples at the end of the harvest season to determine poundage of grain produced using established methods as described in the Doan's Standard Harvest Equation.
- e) Be responsible for water payments to MRGCD.

6. Depredation Claims: At no time during the term of this Contract shall Producer claim any depredation damage to agricultural crops growing, harvested or stored pursuant to this Agreement by state or federally listed or designated threatened, endangered or listed wildlife species or wildlife species protected under Chapter 17 NMSA. Depredation caused by other species shall be reasonably addressed by the Producer and the Department.

Item	Approx Qty	Unit	Article and Description	Unit Price
001			Price per Acre to Produce	\$ _____

*** 1 Item Total***

Casa Colorado Fields

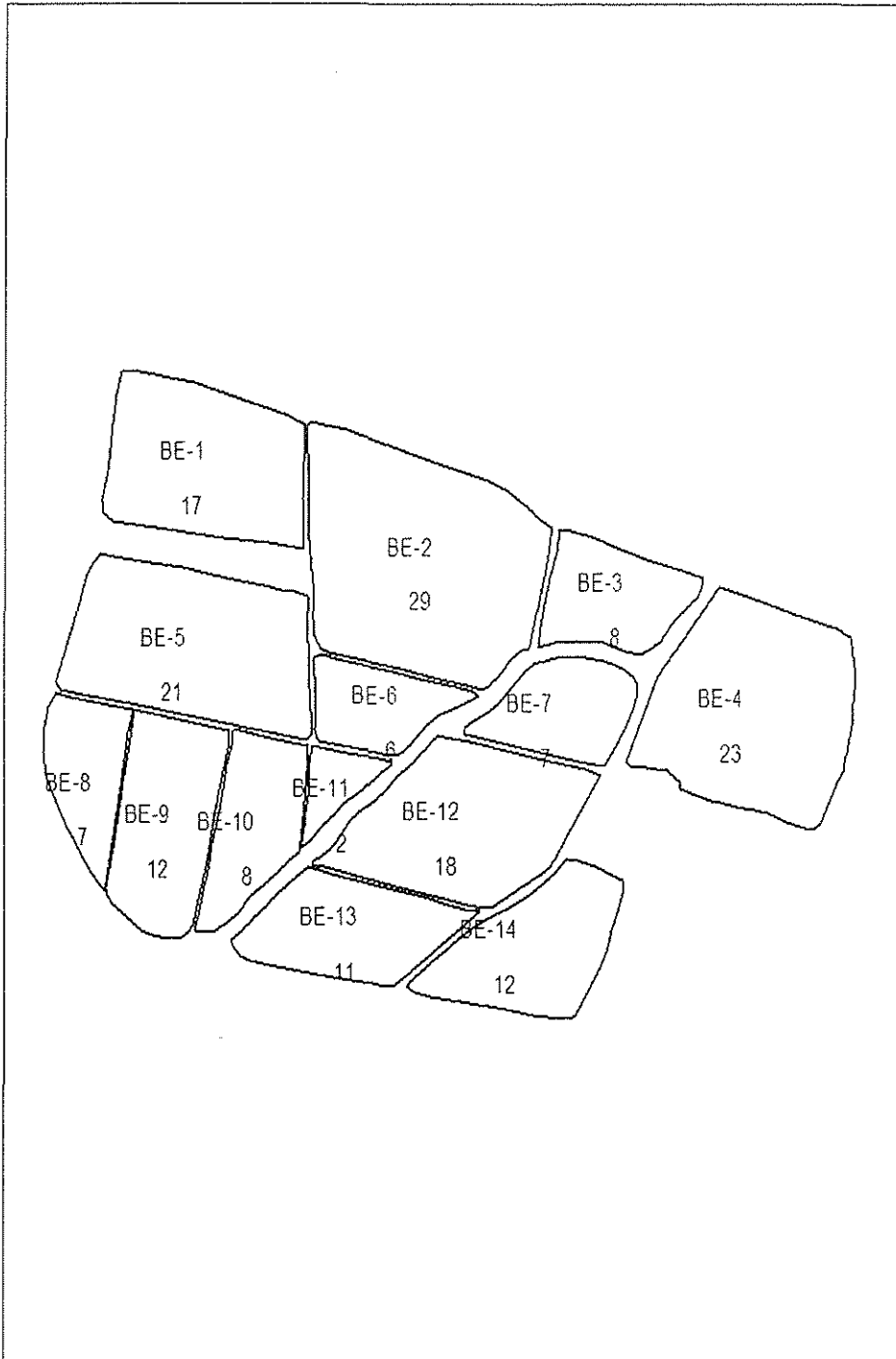


Field Name	Acres	Crop Variety
CC-1	6	
CC-2	18	
CC-3	11	
CC-4	6	
CC-5	7	
CC-6	35	
CC-7	21	
CC-8	13	
CC-9	15	
CC-10	18	
CC-11	43	
CC-12	41	
CC-13	15	
CC-14	26	
CC-15	28	
CC-16	8	
CC-17	12	
CC-18	25	
Total	348	

Ladd S. Gordon
Waterfowl Complex



Belen Farm Fields



Field Name	Acres	Crop Variety
BE-1	17	
BE-2	29	
BE-3	8	
BE-4	23	
BE-5	21	
BE-6	6	
BE-7	7	
BE-8	7	
BE-9	12	
BE-10	8	
BE-11	2	
BE-12	18	
BE-13	11	
BE-14	12	
Total	181	

Ladd S. Gordon
Waterfowl Complex







Return to
State of New Mexico
General Services Department
Purchasing Division
PO Drawer 6850
Santa Fe, New Mexico 87502-6850
(505) 827-0472

Amendment No. One

Date: 05/11/11

To: All Bidders

From: *Michael J. Rigg*
New Mexico State Purchasing Agent

Re: Invitation to Bid: 11-516-00-04899

Department: Department of Game and Fish

Title: Farm Production & Harvest

Opening date: May 17, 2011

This Amendment is issued to reflect the following:

CHANGE IN TERMS:

This solicitation for bids is for a farm production and harvest contract for a period of 4 years with the option to extend for an additional 4 years to facilitate proper farm management and be in compliance with 13-1-150. This agreement will be most beneficial to the agency if entered into for the longest term available to get the best obtainable price as well as best value.

A potential Bidder must acknowledge receipt of this Amendment.

If applicable, due to the above action your previously submitted bid response is enclosed, unopened, with this Amendment.

All other items, terms and conditions shall remain the same.

LM:MR

MR

LD

GOVERNOR
Susana Martinez



DIRECTOR AND SECRETARY
TO THE COMMISSION
Tod W. Stevenson

STATE OF NEW MEXICO
DEPARTMENT OF GAME & FISH

One Wildlife Way
Post Office Box 25112
Santa Fe, NM 87504
Phone: (505) 476-
Fax: (505) 476-

Visit our website at www.wildlife.state.nm.us
For information call: (505) 476-8000
To order free publications call: (800) 862-9310

STATE GAME COMMISSIONERS

JIM McCLINTIC, Chairman
Albuquerque, NM

DR. TOM ARVAS
Albuquerque, NM

SCOTT BIDEKAIN
Tucumcari, NM

ROBERT V. HOFFMAN
Las Cruces, NM

GERALD "JERRY" A. MARACCHINI
Rio Rancho, NM

BILL MONTOYA
Alto, NM

THOMAS "DICK" SALOPEK
Las Cruces, NM

29 April 11

Ross Boom
New Mexico State Purchasing Division
PO Box 6850
Santa Fe, New Mexico 87502-6850

Dear Mr. Boom:

We respectfully request that you cancel ITB number 10-516-00-04899 for a Farm Lease at the Ladd S. Gordon Waterfowl Management Complex due to changes needed in the terms. The initial request was submitted with terms of four years with the option of an additional four. The initial ITB did not contain this stipulation and was to have been amended into the ITB in response to a Department of Game and Fish request; but the amendment was not issued.

Please reissue the attached ITB. This solicitation for bids is for a farm production and harvest agreement for a period of 4 years with the option to extend for an additional 4 years. This solicitation will facilitate proper farm management and be in compliance with 13-1-150 NMAC 1978. Implementing this agreement for the proposed four (4) plus four (4) year time limit will be most beneficial to the agency because it will help us obtain the best price and the best value.

We also request that the bid be advertised for a period of ten (10) days. This is needed as the agricultural season has begun and we need to get a vendor onsite for this season.

Sincerely,

Matthew Wunder
Chief, Conservation Services Division

Cc: Mike Riggs



FARM PRODUCTION and HARVEST AGREEMENT

This solicitation for bids is for a farm production and harvest agreement for a period of 4 years with the option to extend for an additional 4 years to facilitate proper farm management and be in compliance with 13-1-150. This agreement will be most beneficial to the agency if entered into for the longest term available to get the best obtainable price as well as best value.

The required specifications are as follows:

1. Land to be farmed. During the term of this Agreement, Producer shall have the exclusive right to produce agricultural crops within the Casa Colorada and Belen Waterfowl Management Units (Areas) as such acreage is described in Appendix "A" attached hereto and incorporated herein.

2. Compensation: The Producer shall compensate the Department as follows:

a) Each production/harvest year (defined as: February 1 thru October 31) the Producer will provide the Department with not less than 600,000 pounds of standing-in-the-field grain corn, ("Production Payment").

b) To the extent that Producer is unable to provide the required 600,000 pounds of in-the-field corn the producer will, within 60 days after determination of actual corn production, provide to the Department the balance of poundage due in grain corn. ("Shortfall Payment") Grain corn shall be subject to the inspection and approval by the Department prior to delivery.

c) In addition to the Production Payment, and if needed, the Shortfall Payment, The Producer shall pay an annual fee in the amount of \$_____/per acre ("Cash Payment") based on the Producers actual available acreage. Actual available acreages is described as that acreage described in Appendix "A" not obligated towards the Production payment and acreage not currently in production. As actual available acreage is adjusted, the Cash Payment shall be adjusted accordingly.

d) In lieu of the Cash Payment, the Department may consider the value of capital improvements made to or on the Areas as satisfying all or a portion of the Cash Payment. The value of the improvements will be determined on an actual cost basis as agreed to between the Farm Manager and the Producer. Producer **shall** not commence any improvements until the Farm Manager has approved them in writing. Potential capital improvements may be submitted to the Farm Manager for consideration.

3. Farm Management Plan. The Department shall appoint a Farm Manager to directly oversee implementation of this Agreement. The Farm Manager shall prepare a five-year Farm Management Plan (with annual updates) to which the Producer shall comply. The Farm Management Plan shall include designated acreage that must be reserved solely for production of Payment crops, and that may be farmed for the benefit of the Producer. The Producer and Farm Manager may, from time to time, negotiate to adjust relative acreage based upon Producers ability or need, as the case may be, to use less or more acreage in order to successfully produce the Payment crop. Such adjustment shall result in an adjustment of the Cash Payment.

4. Obligations of Producer. :

a) Provide all personnel, equipment, labor and supplies needed to produce agricultural crops including schedule of irrigation water on the acreage described in Exhibit "A", including but not limited to the acreage necessary to produce the Production Payment crop.

b) All use of seed, pesticides, fertilizers and any other chemicals must be pre-approved by the Farm Manager prior to application and use.

c) Not later than 60 days after each harvest, provide the Farm Manager with records of planting dates, planting rate, field operations, irrigation schedules, pesticide applicators' license number and pesticide use records in accordance with NMDA Pesticide Bureau Regulations.

d) Participate with the Farm Manager in performing germination counts and grain production samples to monitor production requirements of 600,000 lbs of grain.

e) Perform all necessary general maintenance of fields and improvements required for the continued operation of the acreage under cultivation and complete all repairs identified by the farm manger from damages caused by the Producer.

f) Make the payments specified in paragraph 2.

5. Obligations of Department.

a) Provide access to the Areas during production and harvest season. Access may be limited during public use seasons and as deemed necessary for wildlife management or public safety reasons by the Farm Manager. The Producer will be notified prior to these restrictions.

b) Provide temporary parking area for equipment during production and harvest season. Department will not be liable for any damages.

c) Be responsible for grain purchase due to crop loss from natural disaster. Such as flooding (including irrigation canal failure), hail, wind (excess of 50 mph), severe drought.

d) Monitor and conduct grain production samples at the end of the harvest season to determine poundage of grain produced using established methods as described in the Doan's Standard Harvest Equation.

e) Be responsible for water payments to MRGCD.

6. Depredation Claims. At no time during the term of this Agreement shall Producer claim any depredation damage to agricultural crops growing, harvested or stored pursuant to this Agreement by state or federally listed or designated threatened, endangered or listed wildlife species or wildlife species protected under Chapter 17 NMSA. Depredation caused by other species shall be reasonably addressed by the Producer and the Department.

BID PROCESS:

Please contact David Wilson (505) 864-9187 or Michael Gustin (505) 476-8112 for information.

Item 1 Price per Acre to Produce

Potential Bidders:

Russman Inc.

Russel Orr

11B Campbell Farms Rd.

Belen, nM 87002

russmaninc51@msn.com

Cell: 505-450-7010

Fax: 505-864-5854

Felipe Sanchez

PO Box 398

Jarales, NM 87023

stephsuzanne@hotmail.com

Cell: 505-250-0265

Fax: 505-861-1784

AK Farms

Jerico Sanchez

PO Box 36

Bosque, NM 87006

sanchezak@aol.com

Cell: 505-620-5218

Fax: 505-864-3788

PRE-BID Meeting

4/6/2011

Price Agreement # 10-516-00-04899

Please Sign In with N.

NAME	Address	Phone #
Les Gibson	P.O. Box 216 Jaramas	864-6605
← Russel Orr	11 B Cambell Farms Rd. Belen	861-5363
Felipe Sanchez	P.O. Box 398 Jaramas NM 87023	150-0265
John Trujillo	P.O. Box 305 Belen N.M. 87002	505-249-5725
160 Stephen Trujillo	P.O. Box 268 Bosque NM 87006	(505) 249-5825
125 Estevan Castillo	P.O. Box 113 Veguita NM 87062	(505) 551-9125
Jericho Sanchez	P.O. Box 36 Bosque NM 87006	(505) 272-2122
CT Sanchez	P.O. Box 1063 Belen NM 87002	350-0832
AP Sanchez	P.O. Box 36 Bosque NM 87006	620-5418

Start @ 10:16 AM

8 Open Area ~~Russel~~ Russman

8125 E. Castillo

8160 Trujillo farms

8327 AP farms

==

11/6/2011

PRE-BID Meeting

Price Agreement # 10-216-00-04 888

Please sign in with us

Name	Address	Phone #
Russell Orr	110 Campbell Lane Col. Bldg	861-2362
Felix Jank	PO Box 398	760-0962
John Gifford	PO Box 302	800-252-0922
152-E STEVAN CASTILLO	PO Box 113	8505-2519
Zorinda Sanchez	PO Box 36	800-252-0922
Chloris	PO Box 113	8505-2519
All Sanchez	PO Box 36	800-252-0922

Start @ 10:10 AM

Open core

8122 E Castillo
 8160 Treviño
 8323 All Sanchez

Gonzales, Carlos F, DGF

From: Gonzales, Carlos F, DGF
Sent: Monday, April 18, 2011 11:06 AM
To: Riggs, Mike, GSD
Cc: Gustin, Michael, DGF
Subject: 10-516-00-04899 Farm Lease

Mike, I just talked to Mike Gustin and he informed me of the conversation between you, Ross and him at the bid opening, concerning the request to have this contract in place for 4 years with an option to extend for four additional years. I apologize; I thought I had sent the justification for this request with the packet. If I may use, consider this email as the justification for the request. The Farm Lease request will be very effective and cost efficient, if the awarded vendor has 4 years to optimize the use of the land to meet farm management plan as well as required production. Furthermore, the option to extend for 4 more years allows for a vendor to plan the use of land and any improvements to better serve the community, state, as well the agency. Along with the extensions, I think we should have an escalation/de-escalation clause.

Thank you for your consideration with this matter.

Carlos F. Gonzales
Procurement Supervisor
Administrative Services Division
NM Dept. Game and Fish
(505) 476-8144
carlosf.gonzales@state.nm.us



Return Invitation to Bid to
 State of New Mexico
 General Services Department
 Purchasing Division
 1100 St. Francis Dr., Room 2016 (87505)
 PO Drawer 6850
 Santa Fe, New Mexico 87502-6850
 (505) 827-0472

GSD/PD (Rev. 1/11)

Invitation to Bid Price Agreement

Title: **Farm Production & Harvest**

Bid number: **10-516-00-04899**
 Agency requested delivery: **As Requested**
 Commodity code(s): **70141900, 70142000, 70151700**

Ship To: New Mexico Department of Game and Fish PO Box 25112 Santa Fe, New Mexico 87504
Invoice: Same as "Ship To"

Formal Sealed Bid Opening
 Place: NM State Purchasing Division Bid Room
 Bid opening date: **April 19, 2011**
 Time: **2:00pm**
 If you have questions regarding this Invitation to Bid please contact:
 Procurement Specialist: **Mike Riggs**
 Telephone No.: (505) 827-0564

Bidder MUST complete and sign the following in order for Bid to be valid:

Company name: _____ Address: _____
 Telephone no.: _____
 Federal tax ID#: _____
 Signature: _____ Print or type name: _____

Vendor MUST indicate below its company status as related to the pay equity initiative or vendor will be deemed non responsive.

_____ My organization has ten or more employees and my pay equity worksheet (PE10-249 or PE250) is attached.
 (Two (2) copies are recommended)
 _____ (Enter number 1 or number 2) My organization is exempt from the pay equity reporting requirement because:
 (1) I have fewer than ten employees AND do not have at least eight employees in the same job classification, or
 (2) I do not have any employees performing work within the state of New Mexico.

Additional Bidder Information

NM 5% resident preference certification number: _____ E-mail: _____
 Payment terms: _____ (Discount will not be considered in computing the low bid, see "Terms and Conditions")
 F.O.B. Point must be Destination, unless otherwise indicated by the NM State Purchasing Agent
 Vendor's Delivery: _____ (May be considered in the award)

Important - 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. (Note: "No Bid" does not require a return of this document.) Sealed bids will be received at the above address until the above specified date and local time, then publicly opened in the New Mexico State Purchasing Division Bid Room. This Bid is subject to the "Terms and Conditions," shown on the reverse side of this page, and "Additional Bidding Instructions," if any.

If applicable, Bidder acknowledges receipt of the following amendments(s):

Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

RM

[Handwritten initials]

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted in triplicate, 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-516-00-04899

Page-3

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by 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 13-1-99 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. 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. 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.

Important Bidding Information

Resident Manufacturer Preference – To expedite the determination of eligibility for the 5% Resident Manufacture Preference, Vendor must complete the following if applicable.

I (we) certify that the following items numbered: _____ as indicated in this bid were/are grown, produced, processed, or manufactured wholly in the state of New Mexico.

Signature of Bidder: _____
(Vendor must sign)

Resident/Contractor Preference: Bidders claiming 5% preference must be certified prior to bid opening pursuant to Sections 13-1-21 & 13-4-2 NMSA 1978.

All Bidders must notify the State Purchasing Agent or his/her designee if any employee(s) of the requesting agency or the office of the State Purchasing Agent have a financial interest in the Bidder:

No financial interest Yes financial interest

If yes specify by name: _____

Bid tabulations will be posted to our website approximately two (2) weeks after bid opening date. To access go to www.generalservices.state.nm.us/spd/, click on Bid Tabulation.

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, is cause for this office to reject their bid.

Brand names and numbers are for reference only; equivalents will be considered. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Specifications on the bid are not to exclude any bidder or manufacture. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid, it is requested that his opinion be made known to the State Purchasing Agent or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the State Purchasing Agent or his/her designee, provide information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the State of New Mexico. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Awards

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the State in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The State Purchasing Agent reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the State of New Mexico.

The New Mexico State Purchasing Agent or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the State of New Mexico.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Paula Salazar (505-827-0474) of this office at least five (5) working days prior to the scheduled bid opening.

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 twenty (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 agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

B. Contractor agrees to maintain a record of the number of 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 employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information:

<http://insurenwemexico.state.nm.us/>

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/spd/guidance.doc>

In an effort to expedite the Bid process, please submit two (2) copies of your pay equity worksheet.

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.

Article V - Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

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

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 #: 10-516-00-04899

Page-8

Establish a Price Agreement for the New Mexico Department of Game and Fish for farm production and harvest.

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 required specifications are as follows:

1. Land to be farmed. During the term of this Price Agreement, Producer shall have the exclusive right to produce agricultural crops within the Casa Colorada and Belen Waterfowl Management Units (Areas) as such acreage is described in Appendix "A" attached hereto and incorporated herein.
2. Compensation. The Producer shall compensate the Department as follows:
 - a) Each production/harvest year (defined as: February 1 thru October 31) the Producer will provide the Department with not less than six hundred thousand (600,000) pounds of standing-in-the-field grain corn, ("Production Payment").
 - b) To the extent that Producer is unable to provide the required six hundred thousand (600,000) pounds of in-the-field corn the producer will, within sixty (60) days after determination of actual corn production, provide to the Department the balance of poundage due in grain corn. ("Shortfall Payment") Grain corn shall be subject to the inspection and approval by the Department prior to delivery.
 - c) In addition to the Production Payment, and if needed, the Shortfall Payment, The Producer shall pay an annual fee in the amount of \$ _____/per acre ("Cash Payment") based on the Producers actual available acreage. Actual available acreages is described as that acreage described in Appendix "A" not obligated towards the Production payment and acreage not currently in production. As actual available acreage is adjusted, the Cash Payment shall be adjusted accordingly.
 - d) In lieu of the Cash Payment, the Department may consider the value of capital improvements made to or on the Areas as satisfying all or a portion of the Cash Payment. The value of the improvements will be determined on an actual cost basis as agreed to between the Farm Manager and the Producer. Producer **shall** not commence any improvements until the Farm Manager has approved them in writing. Potential capital improvements may be submitted to the Farm Manager for consideration.
3. Farm Management Plan. The Department shall appoint a Farm Manager to directly oversee implementation of this Price Agreement. The Farm Manager shall prepare a five (5) year Farm Management Plan (with annual updates) to which the Producer shall comply. The Farm Management Plan shall include designated acreage that must be reserved solely for production of Payment crops, and that may be farmed for the benefit of the Producer. The Producer and Farm Manager may, from time to time, negotiate to adjust relative acreage based upon Producers ability or need, as the case may be, to use less or more acreage in order to successfully produce the Payment crop. Such adjustment shall result in an adjustment of the Cash Payment.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-516-00-04899

Page-9

4. Obligations of Producer.

- a) Provide all personnel, equipment, labor and supplies needed to produce agricultural crops including schedule of irrigation water on the acreage described in Appendix "A", including but not limited to the acreage necessary to produce the Production Payment crop.
- b) All use of seed, pesticides, fertilizers and any other chemicals must be pre-approved by the Farm Manager prior to application and use.
- c) Not later than sixty (60) days after each harvest, provide the Farm Manager with records of planting dates, planting rate, field operations, irrigation schedules, pesticide applicators' license number and pesticide use records in accordance with NMDA Pesticide Bureau Regulations.
- d) Participate with the Farm Manager in performing germination counts and grain production samples to monitor production requirements of six hundred thousand (600,000) lbs. of grain.
- e) Perform all necessary general maintenance of fields and improvements required for the continued operation of the acreage under cultivation and complete all repairs identified by the farm manger from damages caused by the Producer.
- f) Make the payments specified in Paragraph 2.

5. Obligations of Department.

- a) Provide access to the Areas during production and harvest season. Access may be limited during public use seasons and as deemed necessary for wildlife management or public safety reasons by the Farm Manager. The Producer will be notified prior to these restrictions.
- b) Provide temporary parking area for equipment during production and harvest season. Department will not be liable for any damages.
- c) Be responsible for grain purchase due to crop loss from natural disaster. Such as flooding (including irrigation canal failure), hail, wind (excess of 50 mph), severe drought.
- d) Monitor and conduct grain production samples at the end of the harvest season to determine poundage of grain produced using established methods as described in the Doan's Standard Harvest Equation.
- e) Be responsible for water payments to MRGCD.

6. Depredation Claims. At no time during the term of this Price Agreement shall Producer claim any depredation damage to agricultural crops growing, harvested or stored pursuant to this Price Agreement by state or federally listed or designated threatened, endangered or listed wildlife species or wildlife species protected under Chapter 17 NMSA. Depredation caused by other species shall be reasonably addressed by the Producer and the Department.

BID PROCESS:

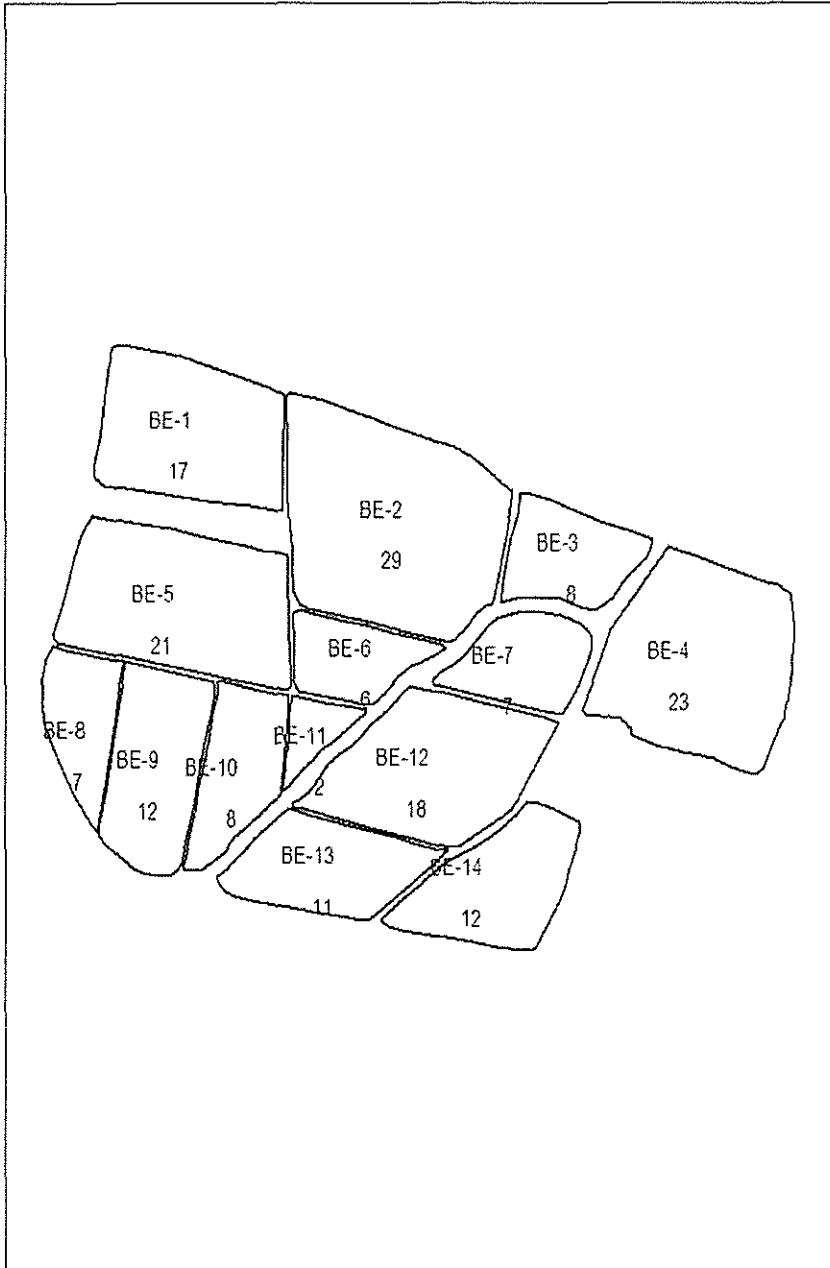
A mandatory pre-bid meeting shall be held April 6, 2011, 10:00 am at the Bernardo Waterfowl Area. Please contact David Wilson (505) 864-9187 or Michael Gustin (505) 476-8112 for information.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-516-00-04899

Item	Approx Qty	Unit	Article and Description	Unit Price
001		Acre	Price Per Acre to Produce	\$ _____

1 Item Total

APPENDIX "A"
Belen Farm Fields



Field Name	Acres	Crop Variety
BE-1	17	
BE-2	29	
BE-3	8	
BE-4	23	
BE-5	21	
BE-6	6	
BE-7	7	
BE-8	7	
BE-9	12	
BE-10	8	
BE-11	2	
BE-12	18	
BE-13	11	
BE-14	12	
Total	181	

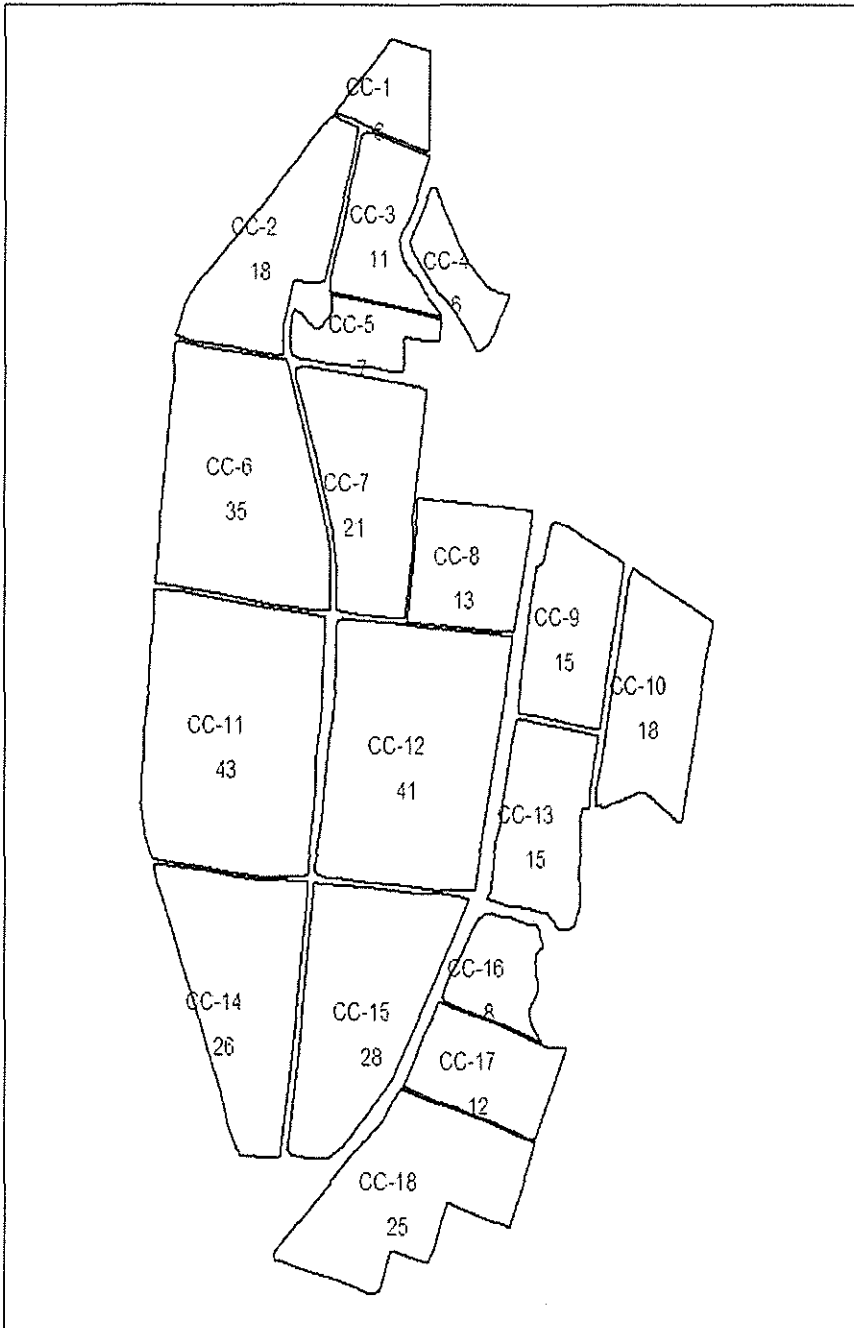
Ladd S. Gordon
 Waterford Complex

Belen Farm Fields



June 2006

APPENDIX "A"
Casa Colorado Field



Field Name	Acres	Crop Variety
CC-1	6	
CC-2	18	
CC-3	11	
CC-4	6	
CC-5	7	
CC-6	35	
CC-7	21	
CC-8	13	
CC-9	15	
CC-10	18	
CC-11	43	
CC-12	41	
CC-13	15	
CC-14	26	
CC-15	28	
CC-16	8	
CC-17	12	
CC-18	25	
Total	348	

Ladd S. Gordon
 Waterfowl Complex



FARM PRODUCTION and HARVEST AGREEMENT

This solicitation for bids is for a farm production and harvest agreement for a period of 4 years with the option to extend for an additional 4 years to facilitate proper farm management and be in compliance with 13-1-150. This agreement will be most beneficial to the agency if entered into for the longest term available to get the best obtainable price as well as best value.

The required specifications are as follows:

1. Land to be farmed. During the term of this Agreement, Producer shall have the exclusive right to produce agricultural crops within the Casa Colorada and Belen Waterfowl Management Units (Areas) as such acreage is described in Appendix "A" attached hereto and incorporated herein.

2. Compensation: The Producer shall compensate the Department as follows:

a) Each production/harvest year (defined as: February 1 thru October 31) the Producer will provide the Department with not less than 600,000 pounds of standing-in-the-field grain corn, ("Production Payment").

b) To the extent that Producer is unable to provide the required 600,000 pounds of in-the-field corn the producer will, within 60 days after determination of actual corn production, provide to the Department the balance of poundage due in grain corn. ("Shortfall Payment") Grain corn shall be subject to the inspection and approval by the Department prior to delivery.

c) In addition to the Production Payment, and if needed, the Shortfall Payment, The Producer shall pay an annual fee in the amount of \$_____/per acre ("Cash Payment") based on the Producers actual available acreage. Actual available acreages is described as that acreage described in Appendix "A" not obligated towards the Production payment and acreage not currently in production. As actual available acreage is adjusted, the Cash Payment shall be adjusted accordingly.

d) In lieu of the Cash Payment, the Department may consider the value of capital improvements made to or on the Areas as satisfying all or a portion of the Cash Payment. The value of the improvements will be determined on an actual cost basis as agreed to between the Farm Manager and the Producer. Producer **shall** not commence any improvements until the Farm Manager has approved them in writing. Potential capitol improvements may be submitted to the Farm Manager for consideration.

3. Farm Management Plan. The Department shall appoint a Farm Manager to directly oversee implementation of this Agreement. The Farm Manager shall prepare a five-year Farm Management Plan (with annual updates) to which the Producer shall comply. The Farm Management Plan shall include designated acreage that must be reserved solely for production of Payment crops, and that may be farmed for the benefit of the Producer. The Producer and Farm Manager may, from time to time, negotiate to adjust relative acreage based upon Producers ability or need, as the case may be, to use less or more acreage in order to successfully produce the Payment crop. Such adjustment shall result in an adjustment of the Cash Payment.

4. Obligations of Producer :

a) Provide all personnel, equipment, labor and supplies needed to produce agricultural crops including schedule of irrigation water on the acreage described in Exhibit "A", including but not limited to the acreage necessary to produce the Production Payment crop.

b) All use of seed, pesticides, fertilizers and any other chemicals must be pre-approved by the Farm Manager prior to application and use.

c) Not later than 60 days after each harvest, provide the Farm Manager with records of planting dates, planting rate, field operations, irrigation schedules, pesticide applicators' license number and pesticide use records in accordance with NMDA Pesticide Bureau Regulations.

d) Participate with the Farm Manager in performing germination counts and grain production samples to monitor production requirements of 600,000 lbs of grain.

e) Perform all necessary general maintenance of fields and improvements required for the continued operation of the acreage under cultivation and complete all repairs identified by the farm manger from damages caused by the Producer.

f) Make the payments specified in paragraph 2.

5. Obligations of Department.

a) Provide access to the Areas during production and harvest season. Access may be limited during public use seasons and as deemed necessary for wildlife management or public safety reasons by the Farm Manager. The Producer will be notified prior to these restrictions.

b) Provide temporary parking area for equipment during production and harvest season. Department will not be liable for any damages.



c) Be responsible for grain purchase due to crop loss from natural disaster. Such as flooding (including irrigation canal failure), hail, wind (excess of 50 mph), severe drought.

d) Monitor and conduct grain production samples at the end of the harvest season to determine poundage of grain produced using established methods as described in the Doan's Standard Harvest Equation.

e) Be responsible for water payments to MRGCD.

6. Depredation Claims. At no time during the term of this Agreement shall Producer claim any depredation damage to agricultural crops growing, harvested or stored pursuant to this Agreement by state or federally listed or designated threatened, endangered or listed wildlife species or wildlife species protected under Chapter 17 NMSA. Depredation caused by other species shall be reasonably addressed by the Producer and the Department.

BID PROCESS:

A mandatory pre-bid meeting shall be held March 17, 2011, 10:00 am at the Bernardo Waterfowl Area. Please contact David Wilson (505) 864-9187 or Michael Gustin (505) 476-8112 for information.

Item 1 Price per Acre to Produce

Potential Bidders:

Russman Inc.

Russel Orr

11B Campbell Farms Rd.

Belen, nM 87002

russmaninc51@msn.com

Cell: 505-450-7010

Fax: 505-864-5854

Felipe Sanchez

PO Box 398

Jarales, NM 87023

stephsuzanne@hotmail.com

Cell: 505-250-0265

Fax: 505-861-1784

AK Farms

Jerico Sanchez

PO Box 36

Bosque, NM 87006

sanchezak@aol.com

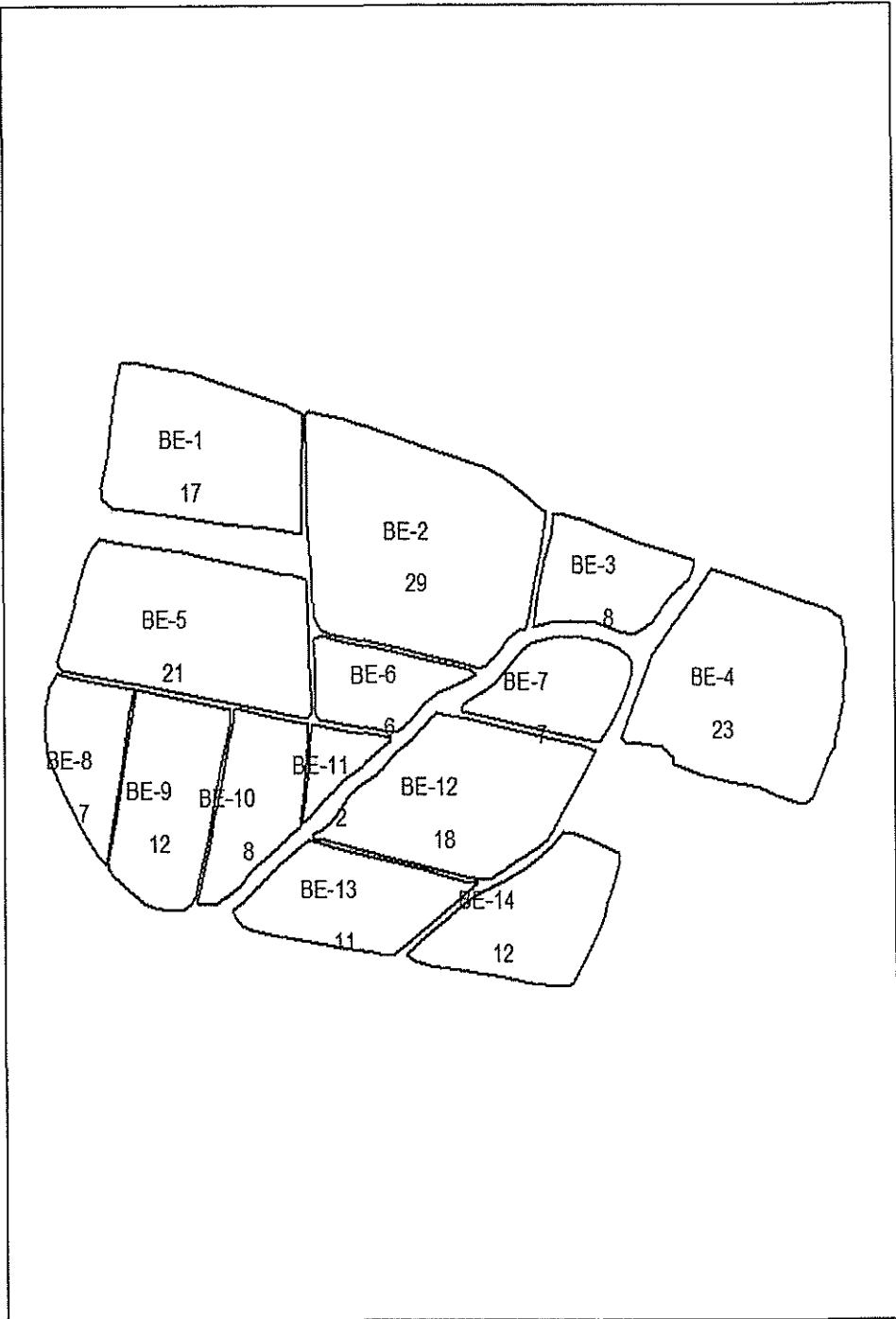
Cell: 505-620-5218

Fax: 505-864-3788



Belen Farm Fields

Field Name	Acres	Crop Variety
BE-1	17	
BE-2	29	
BE-3	8	
BE-4	23	
BE-5	21	
BE-6	6	
BE-7	7	
BE-8	7	
BE-9	12	
BE-10	8	
BE-11	2	
BE-12	18	
BE-13	11	
BE-14	12	
Total	181	

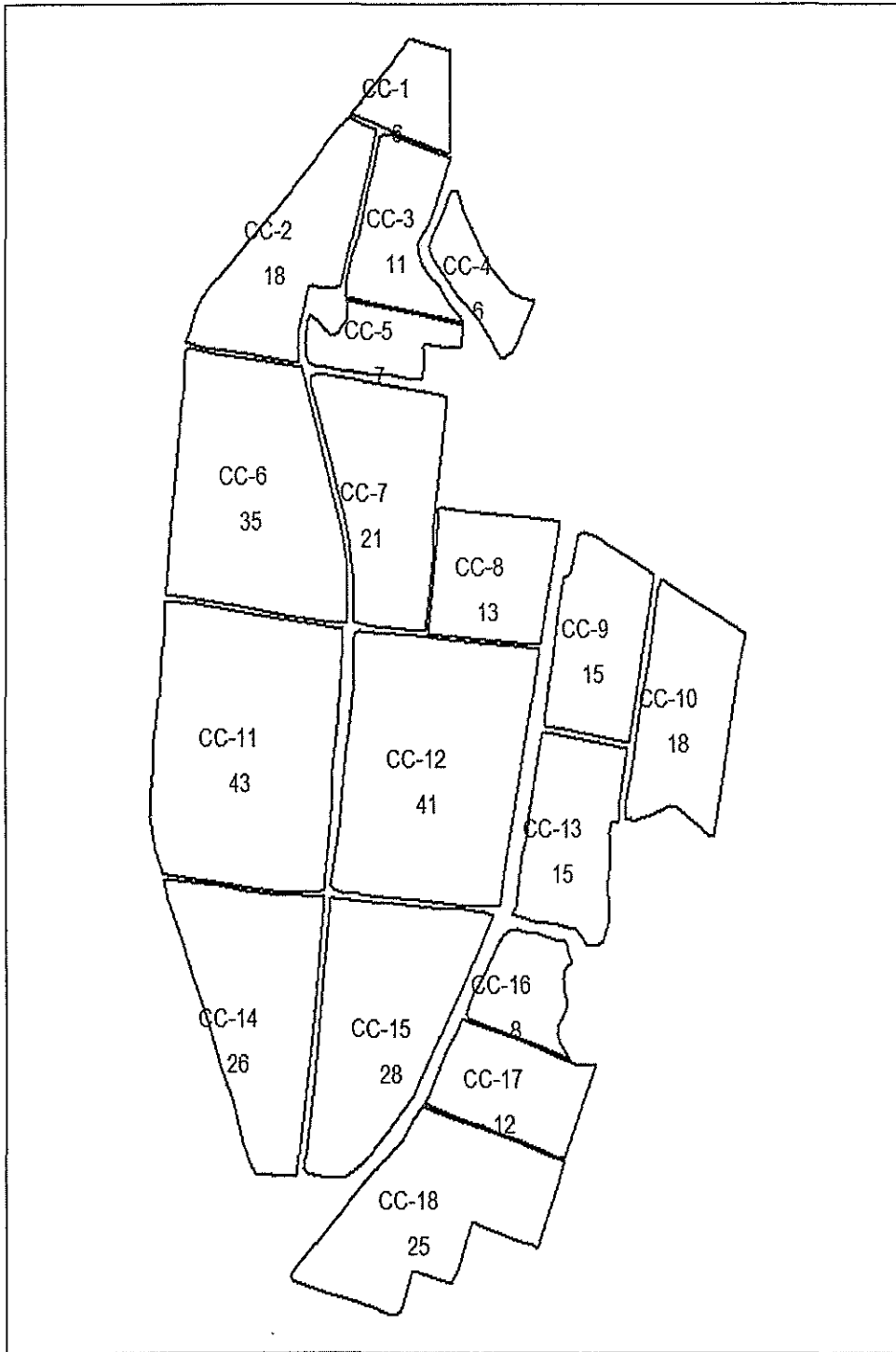


Ladd S. Gordon
Waterfowl Complex





Casa Colorado Fields



Field Name	Acres	Crop Variety
CC-1	6	
CC-2	18	
CC-3	11	
CC-4	6	
CC-5	7	
CC-6	35	
CC-7	21	
CC-8	13	
CC-9	15	
CC-10	18	
CC-11	43	
CC-12	41	
CC-13	15	
CC-14	26	
CC-15	28	
CC-16	8	
CC-17	12	
CC-18	25	
Total	348	

Ladd S. Gordon
Waterfowl Complex

Casa Colorado Farm Fields



June 2006



GOVERNOR
Susana Martinez



DIRECTOR AND SECRETARY
TO THE COMMISSION
Tod W. Stevenson

STATE OF NEW MEXICO
DEPARTMENT OF GAME & FISH

One Wildlife Way
Post Office Box 25112
Santa Fe, NM 87504
Phone: (505) 476-8008
Fax: (505) 476-8124

Visit our website at www.wildlife.state.nm.us
For information call: (505) 476-8000
To order free publications call: (800) 862-9310

STATE GAME COMMISSION

JIM McCLINTIC, Chairman
Albuquerque, NM

DR. TOM ARVAS, Commissioner
Albuquerque, NM

GARY W. FONAY, Commissioner
Hobbs, NM

KENT A. SALAZAR, Commissioner
Albuquerque, NM

M.H. "DUTCH" SALMON, Commissioner
Silver City, NM

THOMAS "DICK" SALOPEK, Commissioner
Las Cruces, NM

March 14, 2011

Ross Boom
Deputy Director
State Purchasing Division

RE: Requisition 4899 Farm Production and Harvest Agreement

We are requesting a solicitation of bids to enter into an agreement with a qualified vendor to farm and produce seed and approved commodities on the Ladd S. Gordon Waterfowl Area. We are requesting the highest bidder, as they will be paying the agency in grain and possibly a monetary amount per production area. We are requesting a 10 day rush due to the seasons and the implications of production in the dry season ahead. The specifications are attached as well as (3) potential bidders. Thank you for your consideration.

Please contact me if you have any questions or concerns.

Respectfully,

Carlos F. Gonzales
Procurement Staff Manager
476-8144

Requisition

Ship To: NM 116 Box 164B
Bosque NM 87006

Business Unit: 51600		APPROVED
Req ID: 000004899	Date: 03/07/2011	Page 1
Requester MARY MEDINA		Currency USD
Requester Signature <i>Mary Medina</i>		

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
1-1		The New Mexico Department of Game and Fish is soliciting bids for a farm production and harvest agreement. See Attached Specifications.		1.0000	EA	0.00	0.00	

Buyer: MARY MEDINA

Line Total: 0.00

Total Requisition Amount: 0.00

Approval Signature	Approval Signature	Approval Signature
---------------------------	---------------------------	---------------------------



FARM PRODUCTION and HARVEST AGREEMENT

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Item 1 Price per Acre to Produce

Potential Bidders:

Russman Inc.

Russel Orr

11B Campbell Farms Rd.

Belen, nM 87002

russmaninc51@msn.com

Cell: 505-450-7010

Fax: 505-864-5854

Felipe Sanchez

PO Box 398

Jarales, NM 87023

stephsuzanne@hotmail.com

Cell: 505-250-0265

Fax: 505-861-1784

AK Farms

Jerico Sanchez

PO Box 36

Bosque, NM 87006

sanchezak@aol.com

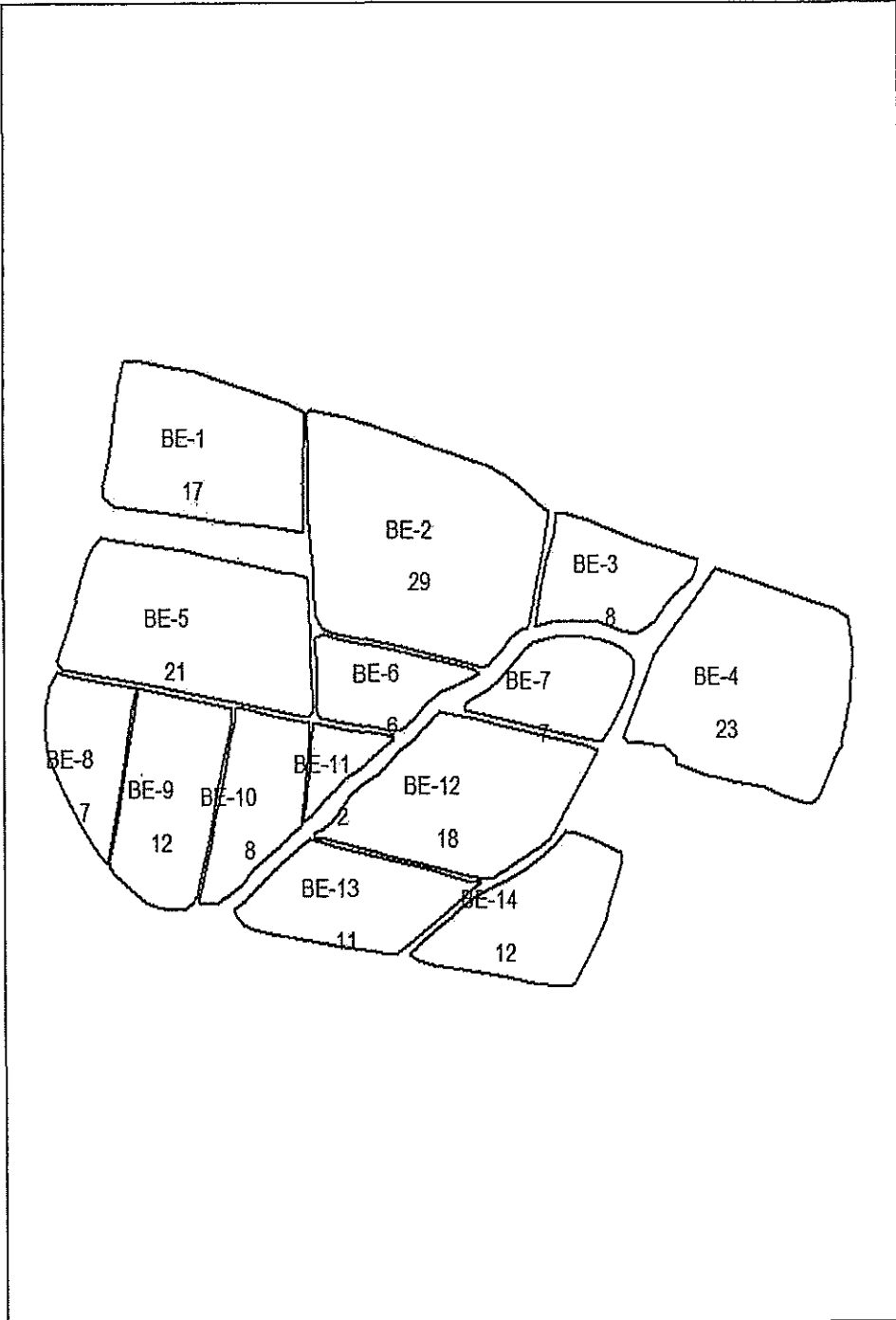
Cell: 505-620-5218

Fax: 505-864-3788



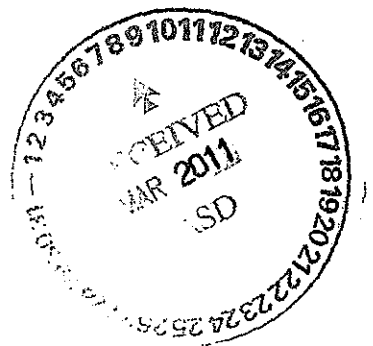
Belen Farm Fields

Field Name	Acres	Crop Variety
BE-1	17	
BE-2	29	
BE-3	8	
BE-4	23	
BE-5	21	
BE-6	6	
BE-7	7	
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BE-9	12	
BE-10	8	
BE-11	2	
BE-12	18	
BE-13	11	
BE-14	12	
Total	181	

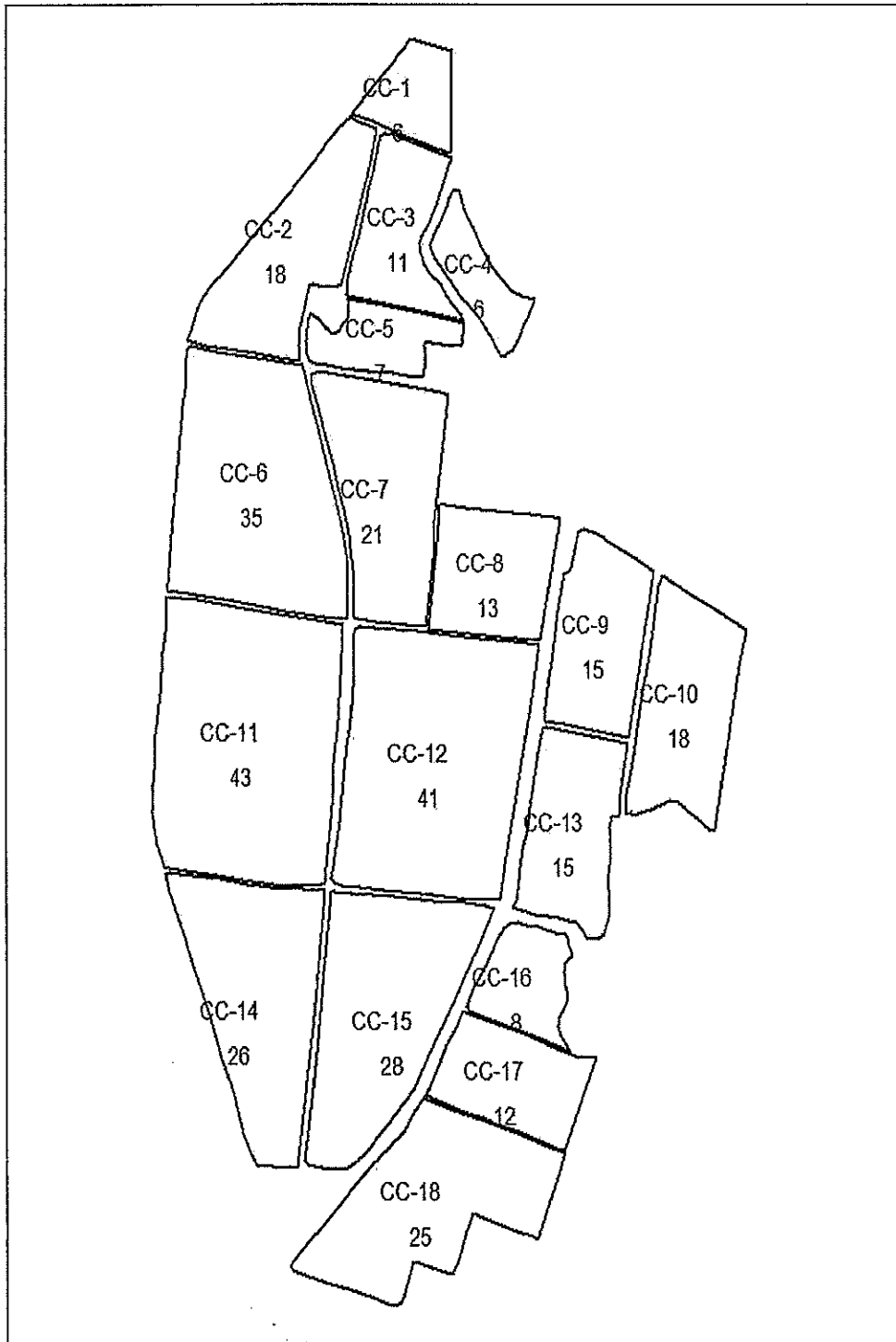


Ladd S. Gordon
Waterfowl Complex





Casa Colorado Fields



Field Name	Acres	Crop Variety
CC-1	6	
CC-2	18	
CC-3	11	
CC-4	6	
CC-5	7	
CC-6	35	
CC-7	21	
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CC-10	18	
CC-11	43	
CC-12	41	
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CC-14	26	
CC-15	28	
CC-16	8	
CC-17	12	
CC-18	25	
Total	348	

Ladd S. Gordon
Waterfowl Complex



Casa Colorado Farm Fields

June 2006

