



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:**0000041755****ODP Business Solutions, LLC****6600 North Military Trail****Boca Raton, FL 33496****Email: Jennifer.Jimenez@odpbusiness.com****strategicsupport@odpbusiness.com****Telephone No.: (408) 603-9011**Price Agreement Number: **30-00000-23-00040AA**NASPO Master Agreement No.: **PO-10700-00012990**Payment Terms: **Net 30**F.O.B.: **Destination**Delivery: **See Contract****Ship To:****All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**Procurement Specialist: **Yulastuti Wulandari** *yw*Telephone No.: **(505) 469-2248**Email: **Yulastuti.Wulandari@gsd.nm.gov****Invoice:****As Requested at Time of Order****Title: Office Supplies****Term: April 13, 2023 thru December 31, 2024****NASPO ValuePoint Master Agreement Link: <https://www.naspovaluepoint.org/portfolio/office-supplies-2022-2027/odp-business-solutions-llc/>****This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.****Accepted for the State of New Mexico***Valerie Paulk*

Date: 4/13/2023

New Mexico State Purchasing Agent

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

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

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PARTICIPATING ADDENDUM
("Participating Addendum")



OFFICE SUPPLIES (2022-2027)
 Led by the State of Oregon

Master Agreement #: **PO-10700-00012990**

Participating Addendum #: **SWPA #30-00000-23-00040AA**

Contractor: **ODP BUSINESS SOLUTIONS, LLC**

Participating Entity: **STATE OF NEW MEXICO**

Master Agreement Terms and Conditions:

1. **Scope:**

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

2. **Participation:**

This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Oregon and Contractor for Office Supplies. This Participating Addendum may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contract in the State of *New Mexico* ("Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Primary Contacts:**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jennifer Jimenez
Address:	6600 North Military Trail, Boca Raton, FL 33496
Telephone:	408-603-9011
Email:	Jennifer.Jimenez@odpbusiness.com strategicsupport@odpbusiness.com

Participating Entity

Name:	Yulastuti Wulandari
Address:	1100 St. Francis Drive, Santa Fe, NM 87505
Telephone:	505-469-2248
Fax:	505-827-2484
Email:	Yulastuti.Wulandari@gsd.nm.gov

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PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

4. **Taxes:**

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Participating Addendum shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

5. **Retainage:**

Reserved

6. **Performance Bond:**

Reserved

7. **Term:**

THIS PARTICIPATING ADDENDUM SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Participating Addendum shall begin on date approved by the State Purchasing Agent, and end on December 31, 2024. The Participating Entity reserves the right to renew this Participating Addendum on an annual basis by mutual agreement of the parties not exceed a total of eight (8) years in accordance with NMSA 1978 §13-1-150.

8. **Termination:**

A. **Grounds.** Either party may terminate this Participating Addendum for convenience upon thirty (30) days written notice to the other party. Either party may terminate this Participating Addendum for cause in accordance with sub-paragraph B of this Section 8 below.

B. **Notice; Opportunity to Cure.**

1. Except as otherwise provided in sub-paragraph A of this Section 8 and the Appropriations Clause of this Participating Addendum, the non-defaulting party shall

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give the defaulting party written notice of termination and an opportunity to cure at least thirty (30) days prior to the intended date of termination.

2. A written notice of termination shall (i) identify all the breaches of of the Participating Addendum upon which the termination is based and (ii) state what the defaulting party must do to cure such breaches. Termination shall only be effective (i) if the defaulting party does not cure all breaches within the thirty (30) day notice period or (ii) in the case of breaches that cannot be cured within thirty (30) days, the defaulting party does not, within the thirty (30) day notice period, notify the other party of its intent to cure and begin with due diligence to cure the breach.

3. Notwithstanding the foregoing, this Participating Addendum may be terminated immediately upon written notice to the Contractor (i) if, during the term of this Participating Addendum, the Contractor is suspended or debarred by the State Purchasing Agent; or (ii) the Participating Addendum is terminated pursuant to the Appropriations Clause of this Participating Addendum.

9. **Appropriations:**

The terms of this Participating Addendum are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Participating Addendum. If sufficient appropriations and authorization are not made by the Legislature, this Participating Addendum shall terminate immediately upon written notice being given by the Participating Entity to the Contractor. The Participating Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating Entity proposes an amendment to this Participating Addendum to unilaterally reduce funding, the Contractor shall have the option to terminate this Participating Addendum or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

10. **Status of Contractor:**

The Contractor and its agents and employees are independent contractors performing professional or general services for the Participating Entity and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Participating Addendum. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. **Conflict of Interest: Governmental Conduct Act:**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Participating Addendum, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Participating Addendum.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Participating Addendum, will continue to comply with, and that this

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Participating Addendum complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Participating Addendum any Participating Entity employee while such employee was or is employed by the Participating Entity and participating directly or indirectly in the Participating Entity's contracting process;
- 2) this Participating Addendum complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Participating Addendum was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Participating Addendum and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Participating Entity's making this Participating Addendum;
- 4) this Participating Addendum complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Participating Addendum was awarded in accordance with the provisions of the Procurement Code;
- 5) In accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications, or evaluation criteria for this Participating Addendum or any procurement related to this Participating Addendum; and
- 6) In accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Participating Addendum

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shall not contribute, anything of value to a public officer or employee of the Participating Entity.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating Entity relied when this Participating Addendum was entered into by the parties. Contractor shall provide immediate written notice to the Participating Entity if, at any time during the term of this Participating Addendum, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Participating Addendum or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Participating Addendum or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Participating Entity and notwithstanding anything in the Participating Addendum to the contrary, the Participating Entity may immediately terminate this Participating Addendum.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Participating Addendum.

12. Amendment:

A. This Participating Addendum shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Participating Entity proposes an amendment to the Participating Addendum to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed amendment, have the option to terminate this Participating Addendum, pursuant to the termination provisions as set forth in the Terminations Clause of this Participating Addendum or the Master Agreement, or to agree to the reduced funding.

13. Merger:

This Participating Addendum incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Participating Addendum. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Participating Addendum.

14. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities, and kickbacks.

15. Equal Opportunity Compliance:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition,

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spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Participating Addendum. If Contractor is found not to be in compliance with these requirements during the life of this Participating Addendum, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Workers Compensation:

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Participating Addendum may be terminated by the Participating Entity as set forth herein.

17. Applicable Law:

The laws of the State of New Mexico shall govern this Participating Addendum, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Participating Addendum, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Participating Addendum.

18. Invalid Term or Condition:

If any term or condition of this Participating Addendum shall be held invalid or unenforceable, the remainder of this Participating Addendum shall not be affected and shall be valid and enforceable.

19. Enforcement of Participating Addendum:

A party's failure to require strict performance of any provision of this Participating Addendum shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Participating Addendum shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

20. Non-Collusion:

In signing this Participating Addendum, the Contractor certifies the Contractor 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 agency or entity.

21. Notices:

Any notice required to be given to either party by this Participating Addendum shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Participating Entity:
Valerie Paulk, Acting State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

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To the Contractor:
ODP Business Solutions, LLC
6600 North Military Trail
Boca Raton, FL 33496
Attn: Brian Abromovage, VP

With a copy to:

ODP Business Solutions, LLC
6600 North Military Trail
Boca Raton, FL 33496
Attn: Office of the General Counsel

22. Succession:

This Participating Addendum shall extend to and be binding upon the successors and assigns of the parties.

23. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Participating Addendum. Numbered or lettered provisions, sections, and subsections contained herein, refer only to provisions, sections, and subsections of this Participating Addendum unless otherwise expressly stated.

24. New Mexico Employees Health Coverage:

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

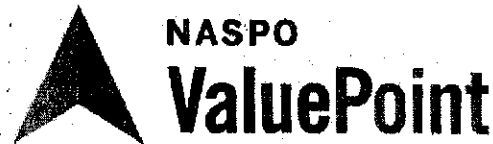
B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative 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 web site link to additional information: <http://bewellnm.com>.

25. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Participating Addendum, caused by the negligent act or failure to act

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of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Participating Addendum. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Participating Addendum is brought against the Contractor, the Contractor shall, as soon as practicable after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

26. Default and Force Majeure:

The Contractor shall not be liable for damages if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; 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.

27. Assignment and Subcontracting:

Contractor, without obtaining written consent from Participating Entity, may subcontract duties under this Participating Addendum to those subcontractors who are generally involved in the day-to-day business operations of Contractor, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers. Neither party may assign this Participating Addendum without the prior written consent of the other party, except that Contractor may assign this Participating Addendum (i) to any of its subsidiaries or affiliates at any time, or (ii) in connection with the transfer or sale of all or substantially all of its business related to this Participating Addendum.

28. Commercial Warranty:

Products sold to Procuring Agency are new and of most current production. Contractor's warranties will be limited to Contractor-branded products. For all other products, Contractor will pass through to Procuring Agency all manufacturer-supplied end-user warranties on all products sourced to Procuring Agency.

29. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency in the performance of this Participating Addendum shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Participating Addendum, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination.

30. Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Participating Addendum without the prior written notice of Participating Entity. Key personnel shall be:

Jennifer Jimenez

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31. Incorporation by Reference and Precedence:

If this Participating Addendum has been procured pursuant to a request for proposals, this Participating Addendum is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Participating Addendum, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to this Participating Addendum in reverse chronological order; (2) the Participating Addendum, including the scope of work and all terms and conditions thereof; (3) the Master Agreement; (4) the Contractor's best and final offer if such has been made; (5) the Contractor's response to the request for proposals; and (6) the request for proposals, including attachments thereto and written responses to questions and written clarifications.

32. Insurance:

If the services contemplated under this Participating Addendum will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Participating Addendum, the following Insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Participating Addendum as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

1. Employer's liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Participating Addendum). Limits shall not be less than the following:

1. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

2. Property damage or combined single limit coverage: \$1,000,000.

3. Automobile liability (including non-owned automobile coverage): \$1,000,000.

4. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Participating Addendum and name the State of New Mexico, General Services Department or other party to this Participating Addendum as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

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33. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this Participating Addendum shall be deemed to include an Administrative Fee assessment at the rate of **one percent (1.00%)** of Spend under Purchase Orders during that State's Fiscal Year quarter. This assessment shall apply to all New Mexico state agencies and local public bodies. "**Spend**" shall mean Participating Entity's paid-for purchases under this Participating Addendum, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, incentive(s)/rebate(s) actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, technology items, non-code items, special order items, paper, proprietary items, services, gift cards and warranties.

The Contractor agrees to provide a utilization report to Participating Entity for all sales and/or services, other revenues including commissions, and fees charged under this Participating Addendum, subtotaled by Procuring Agency name, in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@gsd.nm.gov

The Vendor shall indicate the contract number **SWPA #30-00000-23-00040AA** on the remittance.

Send payment of fees through U.S. Mail or Courier Delivery to:
 New Mexico State Purchasing Division
 Joseph Montoya Building Room 2016,
 1100 St. Francis Drive, Santa Fe, New Mexico 87505
 or P.O. Box 6850, Santa Fe, New Mexico 87502

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 469-2679 or (505) 795-4512

34. Lease Agreements:

Reserved.

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35. Subcontractors:

All contactors, dealers, and resellers authorized in the State of *New Mexico* as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

36. Orders:

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below

Participating Entity: State of New Mexico – General Services Department	Contractor: ODP Business Solutions LLC
Signature: Valerie Paulk	Signature:
Name: Valerie Paulk This Participating Addendum was X signed on behalf of the State Purchasing Agent	Name: Sharalyn Sowers
Title: Acting State Purchasing Agent	Title: Vice President
Date: 4/13/2023	Date: 4-11-23

OPP
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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

Certificate Of Completion

Envelope Id: F09A0137F2AA4AA7A071086012A94CA9

Status: Completed

Subject: 30-00000-23-00040AA Office Supplies - NASPO Master Agreement No. PO-10700-00012990

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 2

Yulastuti Wulandari

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

Yulastuti.Wulandari@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Yulastuti Wulandari

Location: DocuSign

4/13/2023 9:37:59 AM

Yulastuti.Wulandari@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Natalie Martinez



Sent: 4/13/2023 10:24:42 AM

Natalie.Martinez1@gsd.nm.gov

Viewed: 4/13/2023 10:41:39 AM

New Mexico General Services

Signed: 4/13/2023 10:42:25 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Yulastuti Wulandari



Sent: 4/13/2023 10:42:27 AM

yulastuti.wulandari@gsd.nm.gov

Viewed: 4/13/2023 10:51:10 AM

New Mexico General Services

Signed: 4/13/2023 10:51:14 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk



Sent: 4/13/2023 10:51:15 AM

valerie.paulk@gsd.nm.gov

Viewed: 4/13/2023 10:57:37 AM

Signed of Behalf of State Purchasing Agent

Signed: 4/13/2023 10:57:58 AM

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication

Using IP Address: 164.64.62.10

(None)

Electronic Record and Signature Disclosure:

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

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

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

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2023 10:24:42 AM
Certified Delivered	Security Checked	4/13/2023 10:57:37 AM
Signing Complete	Security Checked	4/13/2023 10:57:58 AM
Completed	Security Checked	4/13/2023 10:57:58 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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