



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:

6 Vendors

Email: _____

Telephone No.: _____

Price Agreement Number: **10-51600-20-05574**

Payment Terms: **See Page 6**

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

Delivery: **see Page 6**

Ship To:

**NM Department of Game and Fish
Various Locations**

Procurement Specialist: **Sandra Lujan** *SL*

Telephone No.: **505-827-0242**

Email: **sandrar.lujan@state.nm.us**

Invoice:

**NM Department of Game and Fish
One Wildlife Way
Santa Fe, NM 87508**

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

Title: Hunt, Trap and Remove Mountain Lions

Term: November 20, 2020 through November 19, 2024

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

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 11/19/2020

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

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

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

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

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

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

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

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

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Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

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

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA)

American Lion Specialist LLC
Network Fullfillment Center 1
3656 East Mocking Bird Lane
Camp Verde, AZ 86322
Phone: 928-925-8189
Email: bighorns101@yahoo.com

Payment Terms: Net 30
FOB: Destination
Delivery:

(AB)00000138138

Gary T. Nunn
PO Box 35
Bosque, NM 87006
Phone: 505-350-9775
Email: gtnunn@aol.com

Payment Terms: Net
FOB: Destination
Delivery:

(AC)0000054638

Glen Ranch Corporation
PO Box 1039
Douglas, AZ 85608
Phone: 520-558-1800
Email: kkmkimbro@yahoo.com

Payment Terms: Net 30
FOB: Destination
Delivery: Deliver to NMGFD Field Office
or Regional Office

(AD)0000013877

K9 Country Fillers
3 Robin Hood
Mayhill, NM 88339
Phone:
Email: k9bearandlionhounds@gmail.com

Payment Terms: Net
FOB: Destination
Delivery: NA

(AE)0000020769

Lloyd Linbeck
2725 Terrace Arc
Las Cruces, NM 88001
Phone: 575-642-7578
Email: heartsdesire98@aol.com

Payment Terms: Net 30
FOB: Destination
Delivery:

(AF)0000099739

Workquest
DBA: Horizons of New Mexico
6121 Indian School Rd NE Suite 102
Albuquerque, NM 87110
Phone: 505-345-1540
Email: mloehman@horizens

Payment Terms: Net 30
FOB: Destination
Delivery:

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Specifications:

The Department of Game and Fish is requesting a Price Agreement to provide hunting and trapping to remove lions in bighorn sheep range.

The term of this agreement shall be awarded for (4) four years. Upon approval of the Department, and the State Purchasing Agent, the term of this Price Agreement shall be awarded for (4) four years. The State reserves the right to terminate this agreement upon a thirty-day written notice to all parties.

The State reserves the right to issue a multiple award for this ITB. Bidders are not required to bid on all items. The Scope of Work is conducted in multiple locations throughout the state, simultaneously. Additionally, contractors are required to respond to a request for work promptly.

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 State Purchasing Division reserves the right to reject an escalation request.

1. Scope of work;

- a. The Contractor will hunt, trap, and remove lions within bighorn sheep range
- b. The Contractor must submit a map to the Game & Fish Department demarcating the location of every snare within one week of placing the snares in the field. If the Contractor changes the location of any snares, the Contractor will notify the Game & Fish of the new location within one week.
- c. The snareman/hound-hunter is not authorized to immobilize the animal by using drugs.
- d. Snaring/hound-hunting may be conducted on private land only with the written permission of the landowner.
- e. All mountain lions killed will be immediately reported and turned over to the Santa Fe office to: (Eric Rominger 505-476-8045, or Caitlin Ruhl 505-476-8063). At a minimum, the pelt, head, claws, and any other samples shall be removed and turned over to the Game & Fish. The remainder of the carcass shall be turned over or remain in the field, but will not be possessed by the Contractor.
- f. The final agreement serves as a temporary permit for any dead mountain lion taken under this agreement.
- g. All adult mountain lions snared will be euthanized. An adult mountain lion is defined as one that weighs more than 40 pounds. The Agency shall be notified immediately of any spotted kittens in attendance with a harvested adult female, and assist personnel in capturing the kittens. If uncertain if the mountain lion weighs more than 40 pounds, the Contractor must contact the Game & Fish department personnel. The Contractor must not possess a live mountain lion.
- h. The Contractor shall submit monthly reports to the Agency that include:
 1. Dates and times snares were checked or hounds were used to hunt mountain lions.
 2. Information on all mountain lion sign observed, including type, dates, and mapped locations.

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3. Picture of each mountain lion pre-euthanization with identifiable landmarks in the background for verification of location.
 - a. If no picture is provided an affidavit must be signed and returned with submitted invoice.
4. Discussion of any problems encountered.
5. Any additional data requested by the Agency.
 - i. Specifications for snaring;
 - i. All snares will be checked a minimum of once daily either visually or using telemetry. However, snares must be checked visually at least once every 48 hours. From May 1 – October 31, snare checks must be completed no later than noon each day. From November 1 – April 30 there will be no time constraint.
 - ii. Snaring will be limited to the use of foot snares or other restraint methods approved by the Agency.
 - iii. If the snareman captures a federally protected species, the snareman will leave the animal in the snare and notify the Agency within 3-hours. The Agency will determine the appropriate course of action.
 - iv. The snaremen will mitigate the risk of capturing a smaller footed non-target animal by using a 'pre-measured' stop on each snare cable.
 - v. Any non-target species that is not federally protected and caught in a snare must be released and reported to the Agency within 48 hours of capture. If the Contractor is unable to release the animal, the Contractor shall contact the Agency for assistance
 - vi. Specifications for hound-hunting;
 - vii. The hound-hunter will not be paid for any mountain lion captured using hounds while providing guiding services for a paying client
2. Department of Game & Fish (Department) shall;
 - a. Determine what portion of the bighorn sheep habitat the Contractor shall snare or hound-hunt in, and notify the Contractor if this change. The Contractor must comply with the change within one week.
 - b. Pay a day wage to the Contractor each day that the Contractor has placed or checked a minimum of 10 snares, spends a minimum of 7 hours searching for mountain lion sign, or spends a minimum of 7 hours hound-hunting mountain lions.
 - c. Pay a 'per-lion' wage for each adult lion euthanized
 - d. Determine the maximum number of days per year that can be hunted based on the amount of money available. This number may be re-evaluated during the contract period.
 - e. Contact the Contractor to notify him of any kills they may know about.
 - f. Provide a map with boundaries of the snare area to the Contractor.
 - g. Provide a map for the Contractor to demarcate snare locations.
 - h. Provide to the Contractor any protocols that the Contractor will be expected to follow and a NMDGF contact list for the area worked.
 - i. Determine when there are sufficient funds to remove only one more mountain lion, and will notify the Contractor. The Agency shall not pay the Contractor for any lions caught in excess of the maximum number that can be paid for.
3. Contractor must explicitly respond to each requirement listed below:
 - a. Must have a minimum of 3-years experience running snares or a minimum of 8-years experience using hounds to capture mountain lions.
 - b. Must have a 4-wheel drive vehicle, and be responsible for fuel and maintenance costs.

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- c. Must own a cell phone, and have the capability to communicate with the Department on a weekly basis.
 - d. Must have a minimum of 15 snare sets.
4. The Contractor must place their bid for
- a. Cost for each lion euthanized
 - b. Daily wage (per person) cost when the Contractor has placed or checked a minimum of 10 snares, spends a minimum of 7 hours searching for mountain lion sign, or spends a minimum of 7 hours hound-hunting mountain lions.

Bidders are required to submit a resume with their bid response. The NMDGF will have the option to confirm the required qualifications of 3 years running snares and 8 years of using hounds to capture mountain lions. If NMDGF is unable to confirm the required qualifications, it could result in the bidder not being awarded or terminated at a later date. NMDGF may request physical confirmation of a 4-Wheel drive vehicle, cell phone and 15 Snare kits. Failure to provide physical proof of these items can result in termination of the price agreement for that contractor.

ITB will involve federal funds, awarded vendor(s) must be registered under the Federal System of Award Management (SAMS) and have a status of 'Active' throughout the course of the award. However, if the vendor can provide evidence they fall under a Sole Proprietorship then no (SAMS) check is required. If no Sole Proprietorship evidence is provided then bidder must be registered with (SAMS) in order to be awarded.

To register:

<https://www.sam.gov>

Note: This contract may be terminated at any time if contractor performance does not meet Department expectations or if customer satisfaction levels are low.

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Items:

A multiple vendor award is anticipated for this ITB. Vendors **are not required** to bid on all line items to be considered for award. The exact amount of work is unknown at the time of the ITB but will be determined by needs of the agency.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Day	Mountain Lion Snareman	(AA) \$ <u>400.00</u> (AD) \$ <u>250.00</u> (AE) \$ <u>200.00</u>
002	1	Each	Cost per Mountain Lion Removed with Snareman	(AA) \$ <u>3,000.00</u> (AD) \$ <u>2,250.00</u> (AE) \$ <u>3,500.00</u>
003	1	Day	Mountain Lion Houndsman	(AA) \$ <u>400.00</u> (AB) \$ <u>300.00</u> (AC) \$ <u>315.00</u> (AD) \$ <u>250.00</u> (AF) \$ <u>315.00</u>
004	1	Each	Cost per Mountain Lion Removed with Houndsman Include 5% Horizons of NM's Program Fee	(AA) \$ <u>3,000.00</u> (AB) \$ <u>2,500.00</u> (AC) \$ <u>2,625.00</u> (AD) \$ <u>2,250.00</u> (AF) \$ <u>2,625.00</u>

***** 4 Items Total *****

Note to Bidders:

All bids must be made completely independent of all other bids submitted. Where multiple bids are submitted by bidding entities owned by the same person or persons, those bids will be presumed to not be made independently of one another and may be disqualified.

Certificate Of Completion

Envelope Id: 7A5EBA3B7AF24779B9DFF255DDFED507	Status: Completed
Subject: GSD/SPD Procurement#: 10-51600-20-05574	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sandra Lujan
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	SandraR.Lujan@state.nm.us
	IP Address: 164.64.63.2

Record Tracking

Status: Original	Holder: Sandra Lujan	Location: DocuSign
11/19/2020 2:14:58 PM	SandraR.Lujan@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico	Location: DocuSign
	GSD-SPD	

Signer Events

Signature	Timestamp
Sandra Lujan	Sent: 11/19/2020 2:23:43 PM
sandrar.lujan@state.nm.us	Viewed: 11/19/2020 2:24:32 PM
New Mexico General Services	Signed: 11/19/2020 2:24:47 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 174.237.8.145	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Natalie Martinez	Sent: 11/19/2020 2:24:50 PM
natalie.martinez1@state.nm.us	Viewed: 11/19/2020 2:25:23 PM
New Mexico General Services	Signed: 11/19/2020 2:25:29 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 98.19.8.85	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk	Sent: 11/19/2020 2:25:31 PM
valerie.paulk@state.nm.us	Viewed: 11/19/2020 2:29:43 PM
State Purchasing Agent	Signed: 11/19/2020 2:30:07 PM
New Mexico General Services	
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/19/2020 2:23:43 PM
Certified Delivered	Security Checked	11/19/2020 2:29:43 PM
Signing Complete	Security Checked	11/19/2020 2:30:07 PM
Completed	Security Checked	11/19/2020 2:30:07 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

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