



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:**0000021270****Mark A Madsen****2210 N. Garden Ave****Roswell, NM 88201****Email: mashmad2003@gmail.com****Telephone No.: (575) 626-1822**Price Agreement Number: **20-51600-22-05605**Payment Terms: **Net 30**F.O.B.: **Destination**Delivery: **As Requested****Ship To:****New Mexico Department of Game and Fish****Various Locations As Requested**Procurement Specialist: **Arrianna Romero** *AR*Telephone No.: **(505) 629-9756**Email: **Arrianna.Romero1@state.nm.us****Invoice:****Same as "Ship To."****For questions regarding this agreement please contact:
Tim Sintas at (505) 476-8144****Title: Hunter Education-Instructor Training****Term: April 1, 2022 thru March 31, 2026****This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.****Accepted for the State of New Mexico***Paul Kippert*

Mark Hayden, New Mexico State Purchasing Agent

Date: 3/31/2022

× This Agreement was signed on behalf of the State Purchasing Agent*JDL*

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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

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

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

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

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

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

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

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

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

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

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

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

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

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New Mexico Employees Health Coverage

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

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

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

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

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

Department Price Agreement

Article I – Statement of Work

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

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

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

Article II –Term

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

Article III –Specifications

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

Article IV – Shipping and Billing Instructions

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

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Article V - Termination

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

Article VI – Amendment

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

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Invitation to Bid: Hunter Education Instructor Training Services for the New Mexico Department of Game and Fish (Department).

The Department is soliciting bids, from a vendor, to conduct instructor training workshops in New Mexico. The Department has been authorized (NMSA 17-2-33 through 36) to provide a course of instruction in the safe handling of firearms to the public. Authorization includes that those individuals passing the Department's hunter education course be certified that they can safely handle firearms. The Department must also certify any person under the age of 18 in the safe handling of firearms in order for them to hunt in New Mexico.

Additionally, the Department is authorized to develop courses to train and certify instructors in the safe handling of firearms who then, once certified, may train interested publics in the safe handling of firearms. Based on the development of rules and regulations under the Hunter Training Act, the Department will provide training in firearms safety, hunting ethics, and responsibility to the public to support the decreasing number of firearms-related hunting incidents statewide, and to increase hunter numbers, and the participation in hunts available to the public through recruitment and retention.

Minimum Requirements:

The vendor shall be a current, active, Hunter Education Instructor in good standing with the Department. The vendor shall hold current range officer certifications or credentials from the Department and/or a state or nationally recognized organization and will work closely with Department staff to achieve the desired results of the Scope of Work.

Term:

The term of the awarded Price Agreements shall be for four (4) calendar years. In no case will this Agreement, including all renewals thereof, exceed a total of four (4) years in duration.

Tax Note:

Bid shall not include state gross receipts tax or local option tax(es). If applicable: such tax or taxes shall be added at time of invoicing at current tax rate at the project's location, and shown as a separate item to be paid by the user.

Escalation / Reduction Clause:

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

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

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work: the State does not guarantee any amount of work. Failure to respond to the State's requests may be grounds for termination of this Price Agreement.

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Scope of Work:

The vendor shall perform the following work/services:

Instructor Training Workshops:

- A. Conduct Hunter Education Instructor Training Workshops (ITWs) as directed by the Department.
- B. Will comply with any COVID health orders and Department protocols that may be in place at the time of each scheduled workshop.
- C. Each ITW will be between eight (8) and nine (9) hours in length.
- D. Conduct ITWs, statewide, on dates agreed upon by both parties based on need and demand as determined by the Department.
- E. The ITW will certify new hunter education instructors and provide them with the necessary skills and training to teach both a Hunter Education Standard student course and a Hunter Education Field Day student course.
- F. ITWs will be available to prospective, existing, probationary and recertifying instructors.
- G. The Department shall make initial contact with facilities to schedule each ITW. Upon facility confirmation, the Department shall provide facility information to the vendor. The vendor will be responsible for contacting the scheduled facility to obtain room arrangements, building access and facility use instructions no less than seven (7) business days prior to each scheduled ITW.
- H. The vendor shall conduct each ITW over one (1) day and shall provide the following:
 - a. Present the Department's prescribed ITW curriculum that includes, but is not limited to, collection and review of the required instructor pre-workshop homework; present required PowerPoint segments and video components; train prospective hunter education instructors on use of Department specific forms, reporting and student evaluations; demonstration of all firearm carries, shooting positions and fence crossings and allow for adequate instructor practice of these firearm components; demonstrate the shoot/don't shoot, zones-of-fire and firearm/ammunition matching breakout activities and allow for adequate instructor practice of these activities; demonstrate the safety and blood trail components and allow for adequate instructor practice of these activities.
 - b. Responsible to ensure workshop instructors are proficient in teaching the above requirements prior to the completion of each ITW and prior to certifying each instructor as hunter education graduates and certified instructors.
- I. The vendor shall present the ITW curriculum and content only as developed by the Department, shall follow and present the Department approved presentation(s), and will use all provided training aids and materials in the manner trained to them by the Department. Materials may include, but not limited to, PowerPoint presentations, specific forms, videos, software and other training materials deemed appropriate.
- J. Any non-Department approved deviations from the prescribed curriculum, material, etc. may result in immediate termination.
- K. Instructor registration for all ITWs will be conducted online through the instructor's Customer Identification Number (CIN) account or through contacting the Department's hunter education staff.
- L. The vendor shall make every effort to promptly begin and end each ITW on the times set forth by the Department unless reasonable circumstances prohibit the vendor from doing so. These reasons may include, but are not limited to weather, facility access and or other non-controllable circumstances.
- M. Any ITW updates and/or revisions will be provided to the vendor by the Department at least five (5) business days prior to a scheduled ITW. The Department shall inform and train the vendor on any new content, edits, etc. made to the ITW curriculum. The vendor will be responsible to adhere to any prescribed curriculum and content revisions throughout the term.
- N. The vendor shall provide a Field Day Student Course within the course of the ITW to instructors who require a Department hunter education certification to complete their instructor certification process.
- O. The Department will be responsible for posting the scheduled ITWs to the Department's hunter education instructor webpage, CIN system, social media and by distributing announcements and mailings to potential, current and probationary instructors regarding the workshop opportunity.
- P. The Department will be responsible for sending the ITW rosters to the vendor at least three (3) business days prior to the start of the ITW.

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- Q. The vendor shall inform the Department of any training materials needed to conduct a scheduled ITW no later than 14 business days prior to a scheduled ITW.
- R. The Department shall provide the vendor all training materials, forms, media, teaching tools and supplies necessary to conduct the ITW.
- S. Within five (5) business days of ITW completion, the vendor shall accurately submit all ITW paperwork including, but not limited to, the workshop roster, the signed Instructor Contracts, workshop critiques, workshop rosters and final reports.
- T. Submit invoices timely to the Department in intervals agreed upon by both parties. Invoices must include vendor's contact information, invoice date, invoice number, reference to the established purchase order, a detailed list of services rendered and a total for services rendered.
- U. The vendor shall provide his or her own vehicle and items such as a phone, computer, software and general office supplies to conduct and complete the work herein described, at the vendor's cost. The vendor may checkout Department firearms, ammunition, decoys, media, laptops, speakers and projectors required to administer each scheduled ITW.
- V. The vendor shall identify themselves as a certified Hunter Education Instructor and present a professional, positive image for the Department while administering an ITW. The vendor will be required to wear a nametag, shirt or a vest that identifies the vendor as a Hunter Education Instructor with the Department whenever working with the public. The Department shall provide this form of identification to the vendor.

Department Contact for Bidder Questions:

Jennifer Morgan
New Mexico Department of Game & Fish
Hunter Education Coordinator
Information & Education Division
7816 Alamo Rd. NW
Albuquerque, NM 87120
505-222-4722 – Office
505-263-8581 - Cell
jennifer.morgan@state.nm.us

Ship To:

Jennifer Morgan
New Mexico Department of Game & Fish
Hunter Education Coordinator
Information & Education Division
7816 Alamo Rd. NW
Albuquerque, NM 87120

Bill To:

Jennifer Morgan
New Mexico Department of Game & Fish
Hunter Education Coordinator
Information & Education Division
7816 Alamo Rd. NW
Albuquerque, NM 87120
jennifer.morgan@state.nm.us

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	Lump Sum	Travel Time to/ from Location Pick up / drop off of supplies to the Department Conducting the ITW workshop Material Mark-up Equipment rental Subcontract Services	\$1,000.00

*** 1 Items Total ***

Certificate Of Completion

Envelope Id: DC1C934E637D45CEA06B1C3F9DB1659F

Status: Completed

Subject: Please Electronically Sign GSD/SPD Procurement#: 20-51600-22-05605

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Arrianna Romero

AutoNav: Enabled

13 Bataan Blvd

Envelopel Stamping: Enabled

Santa Fe, NM 87508

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

Arrianna.Romero1@state.nm.us

IP Address: 164.64.63.2

Record Tracking

Status: Original

Holder: Arrianna Romero

Location: DocuSign

3/31/2022 12:27:44 PM

Arrianna.Romero1@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Travis Dutton- Leyda



Sent: 3/31/2022 12:30:58 PM

Travis.Dutton-Leyda@state.nm.us

Viewed: 3/31/2022 12:33:15 PM

IT & Construction Bureau Chief

Signed: 3/31/2022 12:33:21 PM

New Mexico General Services, State Purchasing
Division

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 73.127.219.222

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Arrianna Romero



Sent: 3/31/2022 12:33:22 PM

Arrianna.Romero1@state.nm.us

Viewed: 3/31/2022 12:52:42 PM

Purchasing Agent Advance

Signed: 3/31/2022 12:52:51 PM

New Mexico General Services, State Purchasing
Division

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 71.211.48.86

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Kippert



Sent: 3/31/2022 12:52:53 PM

Paul.Kippert@state.nm.us

Viewed: 3/31/2022 1:28:29 PM

State of New Mexico, Dept of Information

Signed: 3/31/2022 1:29:16 PM

Technology

Signing Group: 35000 - State Purchasing Agent

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 9/9/2020 1:49:21 PM

ID: 666bb93b-caef-4912-aa64-05b4aa8bcffb

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	3/31/2022 12:30:58 PM
Certified Delivered	Security Checked	3/31/2022 1:28:29 PM
Signing Complete	Security Checked	3/31/2022 1:29:16 PM
Completed	Security Checked	3/31/2022 1:29:16 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.SPDinfo@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.SPDinfo@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.SPDinfo@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

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