



## State of New Mexico General Services Department

### Price Agreement

**Awarded Vendor:**

**4 Vendors**

**Email:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

Price Agreement Number: **10-51600-20-05575**

Payment Terms: **See page 6**

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

Delivery: **See Page 6**

**Ship To:**

**New Mexico Department of Game & Fish  
Various Locations**

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

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

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

**Invoice:**

**New Mexico Department of Game & Fish  
One Wildlife Way  
Santa Fe, NM 87507**

**For questions regarding this agreement please contact:  
Tim Santas 505-476-8144**

**Title: Wildlife Management Division Project Manager Avian Data Collection**

**Term: December 29, 2020 thru December 28, 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: 12/29/2020

**× 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) 0000147781**

**Adaptation Environmental Services  
PO Box 6030  
Denver, CO 80206  
Phone: 720-722-3237  
Email: info@adaptationenvironmental.com**

**Payment Terms: Net 30**

**Delivery: As Requested/Negotiable**

**(AB) 0000092083**

**Animas Biological Studies LLC  
138 Overlook Drive  
Durango, CO 81301  
Phone: 970-799-5829  
Email: info@animasbiological.com**

**Payment Terms: Net 30**

**Delivery: As Requested by Agency**

**(AC) 0000147810**

**EnviroPlan Partners, LLC  
2030 South Ash Lane  
Flagstaff, AZ 86004  
Phone: 928-699-1923  
Email: htrathnigg@envioplanpartners.com**

**Payment Terms: Net 30**

**Delivery: As Requested by Agency**

**(AD) 0000145366**

**Southern Sierra Research Station  
7872 Fay Ranch Rd.  
PO Box 1316  
Weldon, CA 93283  
Phone: 760-378-3345  
Email: michelle@southernsierraresearch.org**

**Payment Terms: Net 30**

**Delivery: ITB deliverables: maps, shapefiles,  
tabulated results,**

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The New Mexico Department of Game and Fish Wildlife Management Division is seeking contractor(s) to provide a team of project managers, seasonal field technicians, and other biologists to perform avian data collection in piñon-juniper or other habitat types using Agency-provided field methods and datasheets; field work will commence in March 2021 at Agency-approved project areas and may include:

1. Recording visual and/or aural detections of all avian species encountered.
2. Standardized surveys for Pinyon Jays during March through May annually, with follow-up monitoring of any nest colonies; other species-specific survey methods as requested by the Agency.
3. Standardized breeding season point-counts for typical passerines every two weeks during April through June annually.
4. Comprehensive nest searching for the Agency's species of interest; nest searching for additional avian species should be completed as time allows after Agency consultation.
5. Standardized nest monitoring for all nests at three- to five-day intervals until fledging or failure.
6. Standardized documentation, including photographs, of all nests, nest sites, and breeding territories.
7. Attempting to determine cause of any nest failures, and recording presence/locations of avian/nest predators.
8. Measuring and recording abiotic, physiographic, and habitat data at all nest sites and paired random sites; providing detailed descriptions of the habitat within each plot.
9. Standardized non-breeding season point-counts, line transects, or other Agency-approved methods, once per month during November through February annually.

The Contractor's project manager will deliver all interim and final reports according to Agency deadlines, to include, but not limited to: maps, shapefiles, tabulated results for avian surveys and habitat data, data analyses, and discussions of biological interpretation of results. The project manager will provide regular verbal or email progress reports throughout the project's duration to the Agency's Nongame Avian Biologist, Erin Duvuvuei.

The term of this Price Agreement shall commence on the award date and will terminate (4) four years after the award date. The term of this agreement shall be awarded for (4) four years. This agreement per NM Statute cannot exceed (4) four years. NM Department of Game & Fish and the State of NM reserve the right to cancel this agreement or terminate an awarded contractor at any time for any reason.

This will be a multiple award. This work may need to be conducted in multiple locations across the state simultaneously. Additionally, contractors are needed to respond to a request for work quickly. The exact amount of work is unknown at the time of the ITB but will be determined by needs of the agency.

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.

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.

To register: <https://www.sam.gov>

### **Contractor Requirements:**

Contractor(s) must fulfill each of the following roles: Field Technician, Geospatial Analyst, Statistician, and Program Manager (details below). It is acceptable for one person to fulfill multiple roles (i.e. one person may serve as both the Project Manager and Geospatial Analyst), but the applicant must provide a fully staffed crew capable of completing all required project roles/tasks.

### **Field Technician(s)**

#### *Specifications:*

Contractor must meet the following requirements (minimum):

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- Must demonstrate extensive avian research experience including: the ability to visually and aurally identify all avian species within the project area, nest searching and monitoring, and conducting standardized multi-species avian surveys (e.g., point-count, transect).
- Must demonstrate experience with abiotic, physiographic, and habitat data collection using standardized methods.
- Must follow standardized methodologies exactly and independently collect high quality field data.
- Must be physically fit, have experience working and hiking in remote areas with rugged terrain, and follow all land management agency rules for the project area.

**Geospatial Analyst***Specifications:*

Contractor must meet the following requirements (minimum):

- Must have >5 years of experience using ArcGIS with the ability to manage and analyze spatial data and create maps informed by these data.

**Statistician***Specifications:*

Contractor must meet the following requirements (minimum):

- Must have >5 years of experience with data analyses using applicable statistical software (e.g., R, SAS, SPSS, Program MARK, JAGS, WinBUGS)
- Must have experience analyzing biological data using a modeling approach, such as modeling nest survival while incorporating appropriate covariates based on *a priori* hypotheses or using hierarchical models to analyze point count surveys.

**Project Manager***Specifications:*

Contractor must meet the following requirements (minimum):

- Must be a wildlife biologist with an advanced degree and extensive avian research experience.
- Must complete pre-field season logistics (hiring technicians, securing housing, equipment, and coordinating with the Agency).
- Must have experience managing field crews at multiple project sites.
- Must provide all project equipment, including but not limited to: binoculars; weather meter; rangefinder; GPS unit/tablet/phone/camera for data collection; software for data collection; telecommunication device; compass; metric measuring tape; metric DBH tape; densiometer; computer; relevant software; etc.
- Must ensure that data collection follows standardized methodologies exactly and that all project requirements are met; must demonstrate a plan for Quality Assurance/Quality Control.
- Must have strong oral and written communication skills and provide regular progress reports throughout the project's duration to the Agency's Nongame Avian Biologist, Erin Duvuvuei.
- Must have experience with preparation of high-quality technical reports.
- Must submit interim and final reports to the Agency by established deadlines.
- Has knowledge of project objectives and relevant background information.
- Directs and instructs field crew(s).
- Ensures safety of personnel and maintains regular contact with the field crew(s).

**Required Items for Bidders to submit with bid response:**

- A complete example of a technical report with the Program Manager authored/co-authored that demonstrates the experience and skills required above.
- Resume for Project Manager, Geospatial Analyst, and Statistician demonstrating the required experience listed above. **Please note:** If one or more of these positions are vacant, educational and job experience requirements (as typically described in a job advertisement) for the position may be submitted instead. Because Field Technicians may be seasonal staff for the contractor, resumes are not required at this time. However, by submitting the bid response, the contractor is agreeing to provide "a fully staffed crew capable of completing all required project roles/tasks" with field technicians who meet the specifications & minimum requirements outlined in the ITB.



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*\*Failure to submit the documents listed above, will result in a Bid deemed as non-responsive and will not be included in the evaluation or award of the resulting Award.*

| Item | Approx Qty | Unit  | Description  | (AA)       | (AB)                   | (AC)       | (AD)       |
|------|------------|-------|--|------------|------------------------|------------|------------|
| 1    | ea         | Month | <b>Lodging:</b> will be provided for seasonal field crews, up to 3 rates may be included for any or all of the 3 lodging options:                        |            |                        |            |            |
|      |            |       | 1) monthly rate per field site, to include cost of rent, utilities, etc.,  | \$2,000.00 | \$2,500.00             | \$2,000.00 | \$2,300.00 |
|      |            |       | 2) daily rate for hotel per person, and  | \$175.00   | \$135.00               | \$150.00   | \$85.00    |
|      |            |       | 3) daily rate for camping per person   | \$20.00    | \$35.00                | \$50.00    | \$35.00    |
| 2    | ea         | Mile  | <b>Travel:</b> Price should be based on a Per Mile Rate  | \$0.575    | \$0.58                 | \$0.58     | \$0.575    |
| 3    | ea         | Day   | <b>Field Technician:</b> Price should be based on labor of ONE (1) Technician to include wages, equipment, etc. with a minimum of 8 hours worked per day | \$55.00    | \$50.00/hr (\$400/day) | \$550.00   | \$196.00   |
| 4    | ea         | Hour  | <b>Geospatial Analyst:</b> Price should be based on HOURLY RATE for labor of ONE (1) Geospatial Analyst to include wages, software, equipment, etc.      | \$75.00    | \$75.00                | \$70.00    | \$51.00    |
| 5    | ea         | Hour  | <b>Statistician:</b> Price should be based on HOURLY RATE for labor of ONE (1) Statistician to include wages, software, equipment, etc.                  | \$75.00    | \$75.00                | \$75.00    | \$85.00    |
| 6    | ea         | Hour  | <b>Project Manager:</b> Price should be based on HOURLY RATE for labor of ONE (1) Project Manager to include wages, software, equipment, etc.            | \$165.00   | \$65.00                | \$75.00    | \$51.00    |

\*\*\* 6 Items Awarded Total \*\*\*

## Certificate Of Completion

|  |                           |
|--|---------------------------|
| Envelope Id: 2DD0AB5299FA4B4AB4EF16024F618086      | Status: Completed         |
| Subject: GSD/SPD Procurement#: 10-51600-20-05575   |                           |
| Source Envelope:                                   |                           |
| Document Pages: 9                                  | 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 |
| 12/29/2020 1:46:49 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

| Signer Events  | Signature                              | Timestamp                     |
|--|--|-------------------------------|
| Sandra Lujan   | <i>SL</i>                              | Sent: 12/29/2020 1:50:09 PM   |
| sandrar.lujan@state.nm.us                            |  | Viewed: 12/29/2020 1:50:33 PM |
| New Mexico General Services                          |  | Signed: 12/29/2020 1:50:46 PM |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Pre-selected Style |                               |
|  | Using IP Address: 174.237.133.167      |                               |

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

|  |  |                               |
|--|--|-------------------------------|
| Natalie Martinez                                     | <i>MM</i>                              | Sent: 12/29/2020 1:50:48 PM   |
| natalie.martinez1@state.nm.us                        |  | Viewed: 12/29/2020 1:51:17 PM |
| New Mexico General Services                          |  | Signed: 12/29/2020 1:51:22 PM |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Pre-selected Style |                               |
|  | Using IP Address: 98.19.19.227         |                               |

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

|  |  |                               |
|--|--|-------------------------------|
| Valerie Paulk  | <i>Valerie Paulk</i>                   | Sent: 12/29/2020 1:51:24 PM   |
| valerie.paulk@state.nm.us                            |  | Viewed: 12/29/2020 1:54:43 PM |
| State Purchasing Agent                               |  | Signed: 12/29/2020 1:56:11 PM |
| New Mexico General Services                          | Signature Adoption: Pre-selected Style |                               |
| Security Level: Email, Account Authentication (None) | Using IP Address: 97.123.66.66         |                               |

## 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 | 12/29/2020 1:50:09 PM |
| Certified Delivered                        | Security Checked | 12/29/2020 1:54:43 PM |
| Signing Complete                           | Security Checked | 12/29/2020 1:56:11 PM |
| Completed                                  | Security Checked | 12/29/2020 1:56:11 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](mailto: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](mailto: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](mailto: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](mailto: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.