



## State of New Mexico General Services Department

### Contract

**Awarded Vendor:**  
**2 Vendors**

Contract Number: **10-51600-21-05581**

Payment Terms: **Net 30**

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

Delivery: **As requested**

**Ship To:**  
**Red Rock Wildlife Management Area and**  
**Bighorn Sheep Captive Breeding Facility**  
**Lordsburg, New Mexico**

Procurement Specialist: **Sandra Lujan**

*SL*

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

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

**Invoice:**  
**NM Department of Game & Fish**  
**PO Box 25112**  
**Santa Fe, NM 87504**

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

**Title: Bighorn Sheep Monitoring and Cougar Control**

**Term: March 1, 2021 thru February 28, 2025**

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

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: 3/1/2021

Mark Hayden, New Mexico State Purchasing Agent

**× 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

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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 the 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 ensure 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, the State Purchasing Division, the Department of Finance and Administration, the Office of the State Auditor and, for Information Technology contracts, the 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!*

**Contract**

**Article I – Statement of Work**

Contractor to provide requirements as indicated in specifications.

**Article II – Term**

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

**Article III – 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 IV – Amendment**

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

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**Article V – Price Schedule**

Price(s) as listed are firm.

**Article VI – Indemnity Clause**

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

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VII – Contractor Agreement**

Contractor agrees to:

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

Contractor License Number (if applicable) \_\_\_\_\_

Classification \_\_\_\_\_

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**Awarded Vendors:**

**(AA) 000016113**

Copper Country Enterprises  
PO Box 2333  
Silver City, NM 88062  
Phone: 575-388-2127  
Email: mikeandsteve@zianet.com

Payment Terms: Net 30  
FOB: Destination  
Delivery: As Requested

**(AB) 000037098**

Steven F. Harvill  
PO Box 1544  
Silver City, NM 88062  
Phone: 575-313-7812  
Email: sfh7228@hotmail.com

Payment Terms: Net 30  
FOB: Destination  
Delivery: As Requested

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**Specifications:**

The New Mexico Department of Game and Fish (NMDGF) is requesting a price agreement to conduct Maintenance, Bighorn Sheep Monitoring and Cougar Control work at the Red Rock wildlife area bighorn sheep captive breeding facility near Lordsburg, New Mexico.

**Multiple Awards**

Pursuant to the Procurement Code, Sections 13-2-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Upon approval of the State Purchasing Agent, 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.

In the event of a product cost increase an escalation request will be reviewed by this office, with final approval by the State Purchasing Agent, 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.

**Contractor requirements are as follows:****A. Experience:**

1. Must have experience doing fence repair work on mesh-wire fences
2. Must have experience snaring cougars in desert environment
3. Must provide a minimum of 4 leghold snare sets
4. Must provide a 4 wheel drive vehicle, and be responsible for fuel and maintenance costs.

**B. The Contractor shall perform the following work at the Agency's Red Rock Wildlife Management Area and Bighorn Sheep Captive Breeding Facility:**

1. The Contractor shall work a minimum of 24 hours over a minimum of three days per week at the facility. The Contractor shall not leave the facility unattended for more than four days in a row. Presence of heavy rains, predation, disease outbreaks, census or capture operations, or unforeseen circumstances may require the Contractor to periodically spend additional or more frequent workdays to accomplish the scope of work described below.
2. Predator Census and Management -
  - a) Census areas within and outside the perimeter fence of the bighorn pens for predator sign at least once every 4 days. Conduct predator control within the Red Rock Wildlife Management Area as necessary and as authorized by agency personnel. Control efforts may include snares or the use of dogs to trail a predator.
  - b) When using dogs to trail a cougar, hunts must start inside of the Red Rock Wildlife Management area (inside or outside of the bighorn pens), but may continue off the property until the hunt is terminated. Prior written permission will be required to access private land. Control efforts for all other predators may take place only inside of the bighorn pens.
  - c) All pelts removed under this contract from the Red Rock Wildlife Management Area will remain property of the Agency. Minimally, the Contractor will collect, roll and freeze all

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pelts with the head and claws attached. Stomach contents will be examined to assess the most recent kill. Additional samples may be requested when it is possible to obtain them.

- d) The Agency shall be notified within 3 days of the kill.
- e) Snaring will be limited to the use of foot snares.
- f) 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.
- g) The snareman is not authorized to immobilize the animal by using drugs.
- h) Any non-target species that is not federally protected and caught in a snare must be released back into the wild, and reported to the Agency within 48 hours of capture. If the snareman is unable to release the animal, he shall contact the Agency for assistance. The snareman may not possess any species, dead or alive, that is caught in a snare.
- i) All adult mountain lions snared will be dispatched. 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 Agency personnel in capturing the kittens. If the snareman is uncertain if the mountain lion weighs more than 40 pounds, he must contact the Agency. The snareman may not possess a live mountain lion.
- j) The final agreement serves as a temporary permit to possess any mountain lion taken under the agreement.

### 3. Inspect and Repair Perimeter Fence -

Visually inspect the entire perimeter game-proof fence surrounding the bighorn sheep pastures at least once every 7 days and make minor repairs as needed. Perimeter fence should be inspected immediately after heavy rains. Coordinate with the Agency for major repairs, and help direct the construction crew on needed projects on their annual visit.

### 4. Supplemental Feeding -

Place supplemental feed in bighorn sheep feeders as necessary. During dry periods when bighorn utilize the supplemental feed more heavily, more feed will need to be put out relative to wet periods when natural forage conditions are good.

### 5. Maintenance of Water Facilities -

The Contractor will maintain the water facilities for bighorn sheep in working order. This includes but is not limited to maintaining drinking troughs, floats, float boxes, and float valves to insure proper operation and prevent leaks. Troughs should be cleaned as needed. Haul water to water units as needed during dry periods.

### 6. Monitor Bighorn Sheep and Other Wildlife -

Census the population annually in conjunction with the Agency to provide population estimates; complete opportunistic observations of sheep and provide records of observations by sex and age class, date and observation location; provide incidental observation information on sheep health and condition, mortality, and survival; provide necropsy and sampling of fresh carcasses when necessary.

Monitor radio collared animals by listening for their signals minimally on a weekly basis.

### 7. Reporting and Coordination/Administration -

Document all work done for the Agency through the use of daily logs, and reporting forms provided by the Agency. Provide the Agency with a monthly activities and data summary. Submit an annual report by January 15 of each year summarizing activities and bighorn data from the previous year. Report any violations observed or found, and attempt to discourage illegal activities at Red Rock.

### 8. Miscellaneous Duties -

- a) Help control weeds around the headquarters. Report lake pasture pump readings to the state engineer. Attend to minor miscellaneous repairs around the headquarters and in the pastures as they arise.



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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 term of the price agreement.

<https://www.sam.gov>

A multiple vendor award is anticipated for this ITB. 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		Per Day	ALL-INCLUSIVE Amount, Daily Maintenance for Big Horn Sheep Monitoring and Cougar Control at Redrock Wildlife Area, see above under specifications.	(AA) <u>\$ 320.00</u> (AB) <u>\$ 320.00</u>

\*\*\* 1 Item Total \*\*\*

## Certificate Of Completion

Envelope Id: 05491C99A13D43A38A6BC0FA6A8E5AF7

Status: Completed

Subject: GSD/SPD Procurement#: 10-51600-21-05581

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Sandra Lujan

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

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

SandraR.Lujan@state.nm.us

IP Address: 164.64.63.2

## Record Tracking

Status: Original

Holder: Sandra Lujan

Location: DocuSign

3/1/2021 11:37:02 AM

SandraR.Lujan@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

## Signer Events

## Signature

## Timestamp

Sandra Lujan

sandrar.lujan@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

SL

Signature Adoption: Pre-selected Style  
Using IP Address: 174.237.130.251

Sent: 3/1/2021 11:39:52 AM

Viewed: 3/1/2021 11:40:18 AM

Signed: 3/1/2021 11:40:47 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Natalie Martinez

natalie.martinez1@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

MM

Signature Adoption: Pre-selected Style  
Using IP Address: 207.155.50.91

Sent: 3/1/2021 11:40:49 AM

Viewed: 3/1/2021 11:51:04 AM

Signed: 3/1/2021 12:19:23 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk

valerie.paulk@state.nm.us

State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

Valerie Paulk

Signature Adoption: Pre-selected Style  
Using IP Address: 75.161.43.121  
Signed using mobile

Sent: 3/1/2021 12:19:25 PM

Viewed: 3/1/2021 12:20:33 PM

Signed: 3/1/2021 12:21:04 PM

## 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	3/1/2021 11:39:52 AM
Certified Delivered	Security Checked	3/1/2021 12:20:33 PM
Signing Complete	Security Checked	3/1/2021 12:21:04 PM
Completed	Security Checked	3/1/2021 12:21:04 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.