



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
0000042160
LexisNexis VitalChek Network Inc.
6 Cadillac Drive, Suite 400
Brentwood, TN 37027

Email: ktralongo@lexisnexisrisk.com
Telephone No.: (615) 372-6850 / (615) 943-5670

Price Agreement Number: 00-80500-20-16845

Payment Terms: N/A

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Yulastuti Wulandari *yw*

Telephone No.: 505-827-0485

Email: Yulastuti.Wulandari@state.nm.us

Invoice:
New Mexico Department of Transportation
As requested at time of order

For questions regarding this agreement please contact:
James Ortega 505-629-8884

Title: **Credit Card Processing Services**

Term: **October 22, 2020 thru October 21, 2022**

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: 10/21/2020

× **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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Specifications:

The purpose of this Invitation to Bid (ITB) is to solicit bids from qualified bidders to establish a Price Agreement for Credit/Debit Card Processing Services for the New Mexico Department of Transportation (Department).

Term:

The term of this Price Agreement shall be for two (2) years from date of award with the option to extend for one additional two-year term by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Method of Award:

Award will go to the lowest responsible bidder meeting minimum specifications, terms and conditions. The New Mexico State Purchasing Agent or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the State of New Mexico.

Tax Note:

Price shall not include state gross receipts tax or local option tax.

Payment to Contractor:

The Contractor shall not charge the Department for services performed under the Price Agreement. Services that the Contractor provides to Department's customers under the Price Agreement shall be funded through a flat processing fee collected at the point of transaction paid by the Department's customers who choose to use the debit/credit card payment system. The Department will not be responsible for the processing fee, nor will it be responsible for a processing cost fee imposed on a payment remitter if transaction should occur in a charge-back.

Brand Name or Equal:

The use of a brand name is for the purpose of describing the standard of quality, performance and a characteristic desired and is not to limit or restrict competition.

Bidding Information:

The conditions and specifications set out in the Invitation to Bid are inseparable and indivisible. Any contractor, by submitting a bid, agrees to be bound by all such conditions or specifications. All conditions and specifications in the Invitation to Bid and all other documents required to be submitted, shall be returned by the contractor in his bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the Invitation to Bid, shall at the discretion of the State, constitute grounds for rejection of the entire bid.

The Contractor shall be considered an independent contractor and not an employee of the State of New Mexico. The Department shall provide direction regarding the performance required by this Price Agreement.

Escalation / Reduction Clause:

In the event of a product cost increase, an escalation request will be submitted for review to the New Mexico Department of Transportation (Department) on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases or decreases directly related to bid items.

To facilitate prompt consideration, all requests for price increase must include all information below:

- a.) Price Agreement number
- b.) Price agreement item number affected
- c.) Current item price
- d.) Proposed new price

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- e.) Percentage of increase; and
- f.) Mill/supplier notification of price increase indicating percentage of increase including justification for increase.

The Department upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the General Services Department's (GSD) State Purchasing Division. Final determination on the approval or disapproval of the escalation request will be made by GSD's State Purchasing Division.

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.

Scope of Work:

The Contractor shall provide credit/debit card processing services: (1) on site at twelve (12) or more New Mexico Department of Transportation (Department) Ports of Entry (POE); and (2) via web payment interface with ProMiles Software Development Corp. and GCR, Inc.'s Airport IQ. This service must interface with the State of New Mexico's Fiscal Agent Bank, Wells Fargo. The services must be stand-alone and independent of the Department's internal network.

Minimum Requirements:

1. The Contractor shall provide the following at no cost:
 - a. Stand-alone payment terminals for credit/debit cards processing with dedicated wireless internet connectivity for in-person payments at the POEs, listed below by address or mile marker (MM), and at other POEs that may be opened in the future.
 1. Anthony POE- Interstate 10, MM 159, Anthony, NM
 2. Lordsburg POE- Interstate 10, MM 23, Lordsburg, NM
 3. Oro Grande POE- US54, MM 41, Oro Grande, NM
 4. Gallup POE- Interstate 40, MM 12, Gallup, NM
 5. San Jon POE- Interstate 40, MM 356, San Jon, NM
 6. Texico POE- US 60/70/84, MM 395, Texico, NM
 7. Clayton POE- US 87, MM 8, Clayton, NM
 8. Nara Visa POE- US 54, MM 349, Nara Visa, NM
 9. Raton POE- Interstate 25, MM 460, Raton, NM
 10. Hobbs POE- 3600 Seminole Highway, Hobbs, NM
 11. Santa Teresa POE- 700 Pete Domenici Blvd, Santa Teresa, NM
 12. Carlsbad POE- US/6211 80, MM 26, Carlsbad, NM
 - b. Credit/debit card processing by interfacing with:
 1. ProMiles, which is used by the POEs for online sales of commercial trucking permits; and,
 2. Airport IQ, which is used by the Department's Aviation Division for airplane tail wing registrations.
 - c. Card transactions will be handed off to Wells Fargo Merchant Services as acquirer via First Data platforms, either Nashville or Cardnet.
 - d. Interface with the State of New Mexico's Agent Bank, Wells Fargo and utilize its merchant identification numbers and to settle all credit card payments.
 - e. Establish Irrevocable Payment Instructions document between the Contractor, Wells Fargo Merchant Services and the Department.
 - f. POE settlements will go to the New Mexico Taxation and Revenue Department
 - g. Aviation settlements will go to the Department.
The Department will provide the Aviation Division's bank account information, as needed, to the Contractor.
 - h. A method for Department staff to process manual credit card transactions using a web-based interface for permits sold over the phone.

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2. Credit Card Processing System/Department Support:

Contractor's system, which includes hardware (payment terminals, servers, etc.) and software (not to be owned or licensed by the Department), must be kept in proper operating condition and maintained concurrent with industry standards and Department requirements.

Contractor shall provide Department support, which includes but is not limited to replacement or upgraded equipment as needed, training on new equipment as needed, a toll free telephone line 24/7/365 and dedicated support personnel.

3. Debit/Credit Cards Accepted:

The Contractor must process transactions for VISA, MasterCard, Discover, and American Express and incorporate Address Verification Services (AVS) for all cards accepted. The Contractor's performance of this service must comply with the terms and conditions of the agreement each company has entered into with the State through the State Board of Finance. These agreements govern the State's acceptance of payments by each company's debit/credit cards.

4. The Contractor's system, at a minimum, must have the ability to:

- a. Capture payment details.
- b. Obtain authorizations for payment amounts.
- c. Provide rejection scripts for non-authorized transactions.
- d. Archive payment detail records for a minimum of two (2) years with an ability to access archived data.
- e. Transmit data to the Department via electronic submission such as, but not limited to, e-mail, electronic file, or https encryption.
- f. Exchange data using xml data format using secure web services to communicate with service provider.
- g. Have system interfaces available for viewing transactions, reports and downloading.
- h. Must be able to be used at multiple locations.
- i. All users must be able to immediately void transactions.

5. Transaction Reconciliation Reporting:

- a. The Contractor must provide transaction records and supporting documentation to the Department at the end of each shift per user. Transaction reports must provide detail categorized by payment type or payment code relating to and totaling to the daily deposit amount. **Samples of reporting must be provided with bid.** The Department reserves the right to add payment types and codes without cost to the Department.
- b. The Contractor must provide reporting that will allow the Department to reconcile transactions to permits issued with a summary and detail level. Contractor must be willing to work with the Department to provide the reporting formats deemed necessary for reconciliation.
- c. The Contractor must archive and allow access to detail reconciliation reporting history for a minimum of two (2) years after the transaction occurrence.

6. File Transfer Layout and Protocol:

The Contractor must provide transmission of data daily to the Department in a manner that is compatible with existing Department platforms. The Department currently supports newer data transfer protocols, i.e., web-services, xml data file format.

7. Charge-backs and Refunds:

The Contractor must provide a detail report to the Department daily or when the transaction occurs. The Contractor must assess on a daily basis for all returned items. Contractor must handle all Charge-backs and Refunds for credit and debit card transactions at no charge to the Department.

8. Toll-Free Phone Support for Cardholders:

The Contractor shall provide a toll-free number for cardholders to make inquiries about their debit/credit card payments. The Contractor's phone support shall be available, at minimum, 8:00A.M. to 5:00 P.M. (Mountain Time).

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9. Data Security and Confidentiality:

The Contractor must provide security and confidentiality of all information that the Contractor's system obtains from the cardholder. That includes, but is not limited to, client address information, debit/credit card number, social security number, and any tax data. Client data cannot be used, sold, or traded for marketing.

Contractor must be certified PCI Level 1 provider assuming all costs and responsibilities for PCI. Contractor must work the State of New Mexico's Data Security Expert to ensure long term security.

10. Payment Card Industry (PCI) Data Security Level 1 Compliance:

A. PC/DSS Compliance – The Contractor will achieve and maintain Payment Card Industry Data Security Standards (PC/DSS) compliance against the current version of PC/DSS published on the Payment Card Security Standards Counsel (PC/SSC) website. As evidence of compliance, the Contractor will provide when requested, a current attestation of compliance (AOC) signed by a Payment Card Qualified Security Assessor (PC/QSA). If the Contractor is unable or unwilling to provide a certified AOC, then the Contractor shall work with the Department and the State's Qualified Security Assessor to determine adequate documentation and will allow the State's Qualified Security Assessor to assess if needed.

The contractor will create and maintain reasonable detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure the State's cardholder data. Such documentation will conform to the most current version of PC/DSS. The Contractor will, upon written request by the State, make such documentation and the individuals responsible for implementing, maintaining and monitoring those system components and processes available to:

1. QSAs, forensic investigators, consultants or attorneys retained by the State to facilitate audit and review of the State's PC/DSS compliance.
2. The Procuring Agency's IT Staff.

The Contractor will retain such documentation until three (3) years after termination of this agreement.

B. PC/DSS for Software – The Contractor warrants that the Software meets Payment Application Data Security Standard (PA-DSS) requirements, and that the State following the Contractor's instructions detailed in the PA-DSS Implementation Guide will be able to deploy and maintain the Software according to PC/DSS requirements. The Contractor agrees to indemnify and hold the State harmless from any claims, damages, and cause of action, costs and expenses arising out of or related to any breach of the warranty set forth in this paragraph. In the event that security vulnerabilities are identified in the Contractor's Software, the Contractor will promptly notify the Department and will provide instructions to mitigate risk of that vulnerability being exploited. The Contractor will provide a patch release or security update within one (1) day of a security vulnerability being discovered, and will provide support as necessary to properly deployed the patch or security update.

11. Processing Fee

Contractor must propose a fixed-rate processing fee for debit/credit card transactions conducted at POEs, online through ProMiles and Airport IQ, and also manual transactions conducted by Department staff using the Contractor's web-based interface. The fees will remain in effect for the duration of the Price Agreement regardless of the actual volume of transactions processed.

12. System Availability

The debit/credit card services shall be available for Department's customers to make debit/credit payments seven (7) days a week, twenty-four (24) hours a day during the term of the Price Agreement

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13. Quantities

The approximate quantities are estimated and are for bidding purposes only. Quantities may be increased or decreased as necessary to meet actual demand. The State does not guarantee any amount of work.

Items:

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	9000	Each	Flat Fee per Permit Transactions paid by customer. Rate will remain Fixed regardless of actual volume of transactions.	\$3.95 NMOPS permits (online and in-person) \$2.95 Aviation permits (online)

***** 1 Item Awarded Total *****

Certificate Of Completion

Envelope Id: C5F537DC128F4BC4BE331F9C6DF6A8E6	Status: Completed
Subject: GSD/SPD Procurement#: 00-80500-20-16845 Credit Card Processing Services	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Yuliasuti Wulandari
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Yuliasuti.Wulandari@state.nm.us
	IP Address: 164.64.63.2


Record Tracking

Status: Original 10/21/2020 10:30:20 AM	Holder: Yuliasuti Wulandari Yuliasuti.Wulandari@state.nm.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico GSD-SPD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Yuliasuti Wulandari yuliasuti.wulandari@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.138.161	Sent: 10/21/2020 10:33:43 AM Viewed: 10/21/2020 10:33:51 AM Signed: 10/21/2020 10:34:04 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)	 Signature Adoption: Pre-selected Style Using IP Address: 173.186.218.232	Sent: 10/21/2020 10:34:07 AM Viewed: 10/21/2020 1:39:47 PM Signed: 10/21/2020 1:39:53 PM
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 10/21/2020 1:39:55 PM Viewed: 10/21/2020 1:54:38 PM Signed: 10/21/2020 1:55:13 PM
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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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/21/2020 1:39:56 PM
Certified Delivered	Security Checked	10/21/2020 1:54:39 PM
Signing Complete	Security Checked	10/21/2020 1:55:13 PM
Completed	Security Checked	10/21/2020 1:55:13 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

(2) Send SPD an email to GSD.SPInfo@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.