



State of New Mexico General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:**0000013840****CDW Government LLC****200 N Milwaukee Avenue****Vernon Hills, IL 60061****Contact: Ann Reeves****Email: Ann.reeves@cdwg.com****Telephone No.: (850) 228-3003**Price Agreement Number: **10-00000-20-00054AB**Payment Terms: **Net 30**F.O.B.: **Destination**Delivery: **As Requested****Ship To:****All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**Procurement Specialist: **Vanessa LeBlanc***VL*Telephone No.: **(505) 629-9525**Email: **Vanessa.LeBlanc@gsd.nm.gov****Invoice:****As Requested**Title: **Software Value Added Reseller (SVAR)**Term: **March 3, 2023 – April 24, 2027****This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on the attached Participating Addendum.**NASPO ValuePoint Link: **<https://www.naspovaluepoint.org/portfolio/software-var/cdw-g/>**

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

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PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

Master Agreement #:	CTR060021
Contractor:	CDW GOVERNMENT LLC
Participating Entity:	STATE OF NEW MEXICO
New Mexico Statewide Price Agreement #:	10-00000-20-00054AB

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the “Parties”).

Scope and Participation:

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on April 24, 2027, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. The Participating State reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

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CONTRACTOR:

Name:	Ann Reeves
Address:	625 W Adams St, Chicago, IL 60661
Telephone:	850-228-3003
Email:	Ann.reeves@cdwg.com

PARTICIPATING ENTITY:

Name:	Valerie Paulk, Acting State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	Valerie.Paulk@gsd.nm.gov

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Taxes:

The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6. Software Terms of Use:

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The Participating Entity's rights in Software, including SaaS, will be governed by the Publisher's standard end user license agreement, unless the Participating Entity has negotiated alternative terms directly with the Publisher in which case the alternative terms will govern.

7. **Performance Bond:**

Reserved

8. **Termination:**

A. **Grounds.** The Participating State may terminate this Participating Addendum for convenience or cause. The Contractor may only terminate this Participating Addendum based upon the Participating State's uncured, material breach of this Participating Addendum.

B. **Notice; Participating State Opportunity to Cure.**

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Participating Addendum upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State 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 Participating State 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.

3. Notwithstanding the foregoing, this Participating Addendum may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Participating Addendum.

C. **Liability.** Except as otherwise expressly allowed or provided under this Participating Addendum, the Participating State's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Participating Addendum. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS PARTICIPATING ADDENDUM.**

9. **Appropriations:**

The terms of this Participating Addendum are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Participating Addendum. If sufficient appropriations and authorization are not made by the Legislature, this Participating Addendum shall terminate immediately upon written notice being given by the Participating State to the Contractor.

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The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State proposes an amendment to the Participating Addendum to unilaterally reduce funding, the Contractor shall have the option to terminate the Participating Addendum or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

10. Status of Contractor:

The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Participating Addendum. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Participating Addendum, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Participating Addendum.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Participating Addendum, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Participating Addendum any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;
- 2) this Participating Addendum complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Participating Addendum was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Participating State within the preceding year and whose official act directly resulted in this Participating Addendum and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Participating State whose official act, while in the

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Participating State's employment, directly resulted in the Participating State's making this Participating Addendum;

4) this Participating Addendum complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Participating Addendum is not a sole source or small purchase contract, and this Participating Addendum was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Participating Addendum or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Participating Addendum shall not contribute, anything of value to a public officer or employee of the Participating State.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Participating Addendum was entered into by the Parties. Contractor shall provide immediate written notice to the Participating State if, at any time during the term of this Participating Addendum, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Participating Addendum or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Participating State and notwithstanding anything in the Participating Addendum to the contrary, the Participating State may immediately terminate the Participating Addendum.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Participating Addendum.

12. Amendment:

A. This Participating Addendum shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories.

B. If the Participating State proposes an amendment to the Participating Addendum to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Participating Addendum, pursuant to the termination provisions as set forth in the Terminations Clause of this Participating Addendum, or to agree to the reduced funding.

13. Merger:

This Participating Addendum incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Participating Addendum. No prior Participating

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Addendum or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Participating Addendum.

14. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

15. Equal Opportunity Compliance:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Participating Addendum. If Contractor is found not to be in compliance with these requirements during the life of this Participating Addendum, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Workers Compensation:

The Contractor agrees to comply with the Participating State's laws and rules applicable 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 Participating Addendum may be terminated by the Participating State.

17. Applicable Law:

The laws of the State of New Mexico shall govern this Participating Addendum, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Participating Addendum, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Participating Addendum.

18. Records and Financial Audit:

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Participating Addendum's term and effect and retain them for a period of three (3) years from the date of final payment under this Participating Addendum. The records shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment. Payment under this Participating Addendum shall not foreclose the right of the Participating State to recover excessive or illegal payments.

19. Invalid Term or Condition:

If any term or condition of this Participating Addendum shall be held invalid or unenforceable, the remainder of this Participating Addendum shall not be affected and shall be valid and enforceable.

20. Enforcement of Agreement:

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A Party's failure to require strict performance of any provision of this Participating Addendum shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Participating Addendum shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

21. Non-Collusion:

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Participating State.

22. Notices:

In addition to notice to a Party's Primary Contact referenced in Section 4, any notice required to be given to either Party by this Participating Addendum shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Participating State:

Name:	Valerie Paulk, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	Valerie.Paulk@gsd.nm.gov

To the Contractor:

Name:	CDW-G
Address:	230 N. Milwaukee Ave., Vernon Hills, IL 60061
Telephone:	847-465-6000
Contact:	General Counsel
Email:	psp@cdwg.com

23. Succession:

This Participating Addendum shall extend to and be binding upon the successors and assigns of the Parties.

24. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Participating Addendum. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Participating Addendum unless otherwise expressly stated.

25. Default/Breach: Reserved.

26. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Participating Addendum will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's

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obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this Participating Addendum shall be in addition to, and not in lieu of, any other remedy that the Participating State may have under applicable law, including, but not limited to, monetary damages.

27. 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 this Participating Addendum, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Participating Addendum, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Participating State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of 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 Participating State.

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

28. Reserved.

29. Default and Force Majeure:

The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Participating Addendum without cost to the Purchasing Entity, if the Contractor fails to meet the provisions of this Participating Addendum and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Participating State and/or the Purchasing Entity due to the Contractor's default. The Contractor 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 Contractor; 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 Participating 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 Contractor to meet the required delivery scheduled. The rights and remedies of the Participating State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Participating Addendum.

30. Assignment:

The Contractor shall not assign or transfer any interest in this Participating Addendum or assign any claims for money due or to become due under this Participating Addendum without the prior written approval of the Participating State.

31. Subcontracting:

The Contractor shall not subcontract any portion of the services to be performed under this Participating Addendum without the prior written approval of the Participating State. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Participating Addendum, nor shall any subcontract obligate direct payment from the Participating State.

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Professional Services do not require pre-approval from the State, which may be performed using subcontractors or software publisher resources. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Participating Addendum. Professional Services include but are not limited to consulting, extended warranty service by manufacturers, or other services as described generally in this Agreement as more particular described in a Statement of Work or SOW performed by the Contractor or its subcontractor or sold by the Contractor as a distributor or sales agent or its subcontractors.

32. **Reserved**

33. **Commercial Warranty:**

The Contractor agrees that the Goods and/or Services furnished under this Agreement shall be covered by the Publisher's standard warranties given to any customer for such Goods and/or Services, and that the rights and remedies provided herein shall extend to the Participating State and are in addition to and do not limit any rights afforded to the Participating State by any other Clause of this Participating Addendum or order.

34. **Condition of Proposed Items:**

Where Goods are a part of this Participating Addendum, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

35. **Release:**

Final payment of the amounts due under this Participating Addendum shall operate as a release of the Participating State, its officers and employees and Procuring Entity from all liabilities, claims and obligations whatsoever arising from or under this Participating Addendum.

36. **Confidentiality:**

Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State in the performance of this Participating Addendum shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Participating State. Upon termination of this Participating Addendum, Contractor shall deliver all Confidential Information in its possession to the Participating State within thirty (30) Business Days of such termination.

37. **Reserved**

38. **Incorporation by Reference and Precedence:**

In the event of a dispute under this Participating Addendum, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Participating Addendum; and (2) the NASPO ValuePoint Master Agreement.

39. **Inspection:**

If this Participating Addendum is for the purchase of Goods, final inspection and acceptance shall be made at Destination. Goods rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

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40. Inspection of Services:

If this Participating Addendum is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Clause, include services performed, workmanship, and work product furnished or utilized in the performance of services.
- B. The Participating State has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Participating Addendum. The Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If any part of the services do not conform with the requirements of this Participating Addendum, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of this Participating Addendum at no increase in Participating Addendum amount. When the defects in services cannot be corrected by re-performance, the Participating State may:
 - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Participating Addendum; and
 - (2) reduce the Agreement price to reflect the reduced value of the services performed.
- D. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Participating Addendum, the Participating State may:
 - (1) request a refund of any fees paid by the Participating State that is directly related to the performance of such non-conforming service; or
 - (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS PARTICIPATING ADDENDUM.

41. Insurance:

If the Services contemplated under this Participating Addendum will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Participating Addendum, the following insurance coverage(s), including the State of New Mexico, General Services Department or other party to this Participating Addendum as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Participating Addendum and include the State of New Mexico, General Services Department or other party to this Participating Addendum as an additional insured and provide for cancellation notice on any Certificate of Insurance form furnished by Contractor or the insurer. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible

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insurance and provide a waiver of subrogation.

42. Arbitration:

Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

43. New Mexico Administration Reporting:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **one percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes. The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer Amber Sanchez at Amber.Sanchez2@state.nm.us or (505) 469-2679 or (505) 795-4512

44. Fees:

The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues, less interchange and merchant fees, derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number **10-00000-20-00054AB** and include the remittance check with the quarterly sales report.

Remit Checks to: State Purchasing Division
 1100 St. Francis Drive, Room 2016
 PO Box 6850
 Santa Fe, NM 87505
 Attn: Compliance Officer

45. Lease Agreements:

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Reserved

46. Subcontractors:

All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement.

47. Orders:

Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

48. Software Licenses:

TERMS OF USE. The State's rights in software, including SaaS, will be governed by the Publisher's standard end user license agreement, unless the State has negotiated alternative terms directly with the Publisher in which case the alternative terms will govern.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: <i>Valerie Paulk</i> X This is signed on behalf of the State Purchasing Agent	Signature: <i>Brian Fisher</i>
Name: Valerie Paulk	Name: Brian Fisher
Title: Acting State Purchasing Agent	Title: Director, Program Management
Date: 3/3/2023	Date: 3/3/2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST	STATE OF NEW MEXICO MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Tier I Publishers (Key Itemized Publishers)			
1	ADOBE	1.00%	2.00%	
2	CA TECHNOLOGIES	0.25%	1.25%	
3	CISCO	1.00%	2.00%	
4	COMMVAULT	1.00%	2.00%	
5	IBM	1.00%	2.00%	
6	RED HAT	1.00%	2.00%	
7	SPLUNK	1.00%	2.00%	
8	TABLEAU	0.25%	1.25%	
9	VEEAM	1.00%	2.00%	
10	VMWARE	1.00%	2.00%	
	Tier II Publishers (Other Itemized Publishers)			
11	AUTODESK	2.20%	3.20%	
12	BARRACUDA NETWORKS	1.50%	2.50%	
13	BMC SOFTWARE	1.50%	2.50%	
14	CHECK POINT SOFTWARE	1.50%	2.50%	
15	CHERWELL	0.25%	1.25%	
16	CITRIX	1.00%	2.00%	
17	CHATSWORTH PRODUCTS (CPI)	0.25%	1.25%	
18	CROWDSTRIKE	1.50%	2.50%	
19	DELL	1.50%	2.50%	
20	DELPHIX	0.25%	1.25%	
21	DOCUSIGN	1.50%	2.50%	
22	DYNATRACE	0.25%	1.25%	
23	FORCEPOINT	1.50%	2.50%	
24	FORTINET	1.50%	2.50%	
25	GOOGLE	1.50%	2.50%	
26	INFORMATICA	0.25%	1.25%	
27	IVANTI	1.50%	2.50%	
28	KNOWBE4	1.50%	2.50%	
29	MCAFFEE	1.00%	2.00%	
30	MICRO FOCUS	1.50%	2.50%	
31	MULESOFT	0.25%	1.25%	
32	NETMOTION	1.50%	2.50%	
33	OKTA	1.50%	2.50%	
34	OPENTEXT	0.25%	1.25%	
35	PROGRESS SOFTWARE	0.25%	1.25%	
36	PROOFPOINT	1.50%	2.50%	
37	QUEST SOFTWARE	1.50%	2.50%	
38	RAPID7	0.25%	1.25%	
39	RSA SECURITY	1.50%	2.50%	
40	SALESFORCE	2.20%	3.20%	
41	SAP	0.25%	1.25%	
42	SOLARWINDS	1.50%	2.50%	
43	SOPHOS	1.50%	2.50%	
44	SPILLMAN	1.50%	2.50%	
45	SYMANTEC	1.50%	2.50%	
46	TENABLE	1.50%	2.50%	
47	TREND MICRO	1.50%	2.50%	
48	VARONIS	1.50%	2.50%	
49	VERITAS	1.50%	2.50%	
50	ZOHO	0.25%	1.25%	
	Non-itemized Publishers			
51	All other publishers	2.20%	3.20%	
		HOURLY RATE		
52	Reseller Services			
53	- Asset management	no charge		
54	- Solutions architect	no charge		
55	- Senior solutions architect	no charge		
56	- Program engagement manager	\$210.00		
57	- Project leader	no charge		
58	- Project manager	\$190.00		
59	- Senior project manager	\$205.00		
60	All other in-scope reseller services	no charge		

* For additional information on the services represented herein please refer to Attachment 4_Supplement 1 of 1_Supplemental Information for Pricing.

*To the extent required as Mandatory

Asset Management: As described in Section 2-A Scope of Work 2.3.4, Solutions architect: As described in Section 2-A Scope of Work 2.3.4, provides customer support, explaining and helping determine the best acquisition method for their needs, including multi-program cost analysis comparisons.

Solutions and Senior Solutions architect: As described in Section 2-A Scope of Work 2.3.4, provides analysis and recommendations on software infrastructure and how to maximize software spend through the appropriate licensing program and vendor selection

Project Leader: As described in Section 2-A Scope of Work 2.3.4, leads in providing consultation, acting as a liaison, negotiating costs, and other mandatory basic services.

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
 STATE OF ARIZONA SOLICITATION #BPM002338
 OPTIONAL SERVICES COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST	STATE OF NEW MEXICO MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Optional Discount- and/or Markup-based Services			
1	Publisher Delivered Services	25.00%	26.00%	
2	Third Party Delivered Services	25.00%	26.00%	
		HOURLY RATE		
	Optional Fixed Rate-based Services			
6	Associate Consulting Engineer	\$125.00		
7	Consulting Engineer	\$185.00		
8	Senior Consulting Engineer	\$205.00		
9	Technical Lead/ Principal Consulting Engineer	\$225.00		
10	Enterprise Consulting Architect	\$225.00		
11	Business Consulting Architect	\$225.00		
12	Project Administrator	\$145.00		
13	Project Manager	\$190.00		
14	Senior Project Manager	\$205.00		
15	Enterprise Project Manager, PMO Lead	\$210.00		
16	Program Manager	\$210.00		
17	Technical Architect	\$295.00		
18	ServiceNow Engagement Manager	\$213.00		
19	ServiceNow Program Manager	\$221.00		
20	ServiceNow Advisory Services	\$234.00		
21	ServiceNow Principal Consultant	\$276.00		
22	ServiceNow Organizational Change Management Consultant	\$276.00		
23	ServiceNow Integration Expert	\$225.00		
24	ServiceNow Quality Assurance Expert	\$187.00		
25	ServiceNow Solution Architect	\$225.00		
26	ServiceNow Technical Consultant	\$200.00		
27	ServiceNow Trainer	\$225.00		
28	Digital Velocity Head of E&O	\$270.00		
29	Digital Velocity O-CTO - Principal Consultant	\$250.00		
30	Digital Velocity Hybrid Cloud Architect	\$230.00		
31	Digital Velocity Hybrid Cloud Engineer	\$194.00		
32	Digital Velocity DevOps Architect	\$230.00		
33	Digital Velocity DevOps Engineer	\$200.00		
34	Digital Velocity Enterprise Architect	\$230.00		
35	Digital Velocity Senior Software Engineer	\$200.00		
36	Digital Velocity Solutions Architect	\$230.00		
37	Digital Velocity Solutions Engineer	\$200.00		
38	Digital Velocity Technical Program Consultant	\$200.00		
39	Digital Velocity Technical Project Manager	\$175.00		
40	IT Asset Management Project-Based Engagement	Custom SOW		
41	IT Asset Management Maturity Assessment	Custom SOW		
42	IT Asset Management Technology Solutions	Custom SOW		
43	IT Asset Management Ongoing Solutions	Custom SOW		

* For additional information on the services represented herein please refer to Attachment
 4_Supplement 1 of 1_Supplemental Information for Pricing.

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR MICROSOFT ONLY

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)	STATE OF NEW MEXICO MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Itemized Microsoft Offerings			
1	EMS E5	0.50%	1.50%	
2	G1	0.50%	1.50%	
3	G2	0.50%	1.50%	
4	G3	0.50%	1.50%	
5	G5	0.50%	1.50%	
6	Govt E4	0.50%	1.50%	
7	Advanced Threat Protection	0.50%	1.50%	
8	Power BI	0.50%	1.50%	
9	Exchange Online	0.50%	1.50%	
10	Kiosk F3 Now	0.50%	1.50%	
11	Dynamics	0.50%	1.50%	
12	PowerApps	0.50%	1.50%	
13	Project Online	0.50%	1.50%	
14	Azure	0.50%	1.50%	
	All Other Microsoft Offerings			
15	SaaS	0.50%	1.50%	
16	On-Premise	0.50%	1.50%	
	Resold In-scope Professional Services			
17	- Ongoing maintenance & support services not included in software license agreement	10.00%	11.00%	
18	- Deployment services	10.00%	11.00%	
19	- Architectural design services	10.00%	11.00%	
20	- Training deployment services	10.00%	11.00%	
21	All other resold in-scope professional services	10.00%	11.00%	
		HOURLY RATE		
	In-scope Reseller Services			
22	- Asset management	no charge		
23	- Solutions architect	no charge		
24	- Senior solutions architect	no charge		
25	- Program engagement manager	\$210.00		
26	- Project leader	no charge		
27	- Project manager	\$190.00		
28	- Senior project manager	\$205.00		
29	All other in-scope reseller services	no charge		

* For additional information on the services represented herein please refer to Attachment
4_Supplement 1 of 1_Supplemental Information for Pricing.

*To the extent required as Mandatory

Asset Management: As described in Section 2-A Scope of Work 2.3.4, Solutions architect: As described in Section 2-A Scope of Work 2.3.4, provides customer support, explaining and helping determine the best acquisition method for their needs, including multi-program cost analysis comparisons.

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Project Leader: As described in Section 2-A Scope of Work 2.3.4, leads in providing consultation, acting as a liaison, negotiating costs, and other mandatory basic services.

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
OPTIONAL SERVICES COST PROPOSAL FORM FOR MICROSOFT ONLY

OPTIONAL SERVICES		MAXIMUM MARKUP ON RESELLER'S INVOICED COST	STATE OF NEW MEXICO MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
Optional Discount- and/or Markup-based Services				
1	Publisher Delivered Services	25.00%	26.00%	
2	Third Party Delivered Services	25.00%	26.00%	
		HOURLY RATE		
Optional Fixed Rate-based Services				
6	Associate Consulting Engineer	\$125.00		
7	Consulting Engineer	\$185.00		
8	Senior Consulting Engineer	\$205.00		
9	Technical Lead/ Principal Consulting Engineer	\$225.00		
10	Enterprise Consulting Architect	\$225.00		
11	Business Consulting Architect	\$225.00		
12	Project Administrator	\$145.00		
13	Project Manager	\$190.00		
14	Senior Project Manager	\$205.00		
15	Enterprise Project Manager, PMO Lead	\$210.00		
16	Program Manager	\$210.00		
17	Technical Architect	\$295.00		
18	IT Asset Management Project-Based Engagement	Custom SOW		
19	IT Asset Management Maturity Assessment	Custom SOW		
20	IT Asset Management Technology Solutions	Custom SOW		
21	IT Asset Management Ongoing Solutions	Custom SOW		

* For additional information on the services represented herein please refer to Attachment
4_Supplement 1 of 1_Supplemental Information for Pricing.

Certificate Of Completion

Envelope Id: A76F500DBC6E4C3EA68E391750D2E1C9

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Vanessa LeBlanc

1100 S Saint Francis Dr

Santa Fe, NM 87502

Vanessa.LeBlanc@gsd.nm.gov

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

Michael Saavedra

Michael.Saavedra@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None), Login with SSO*MS*

Signature Adoption: Pre-selected Style

Using IP Address: 67.131.78.33

Sent: 3/3/2023 11:49:38 AM

Viewed: 3/3/2023 11:51:58 AM

Signed: 3/3/2023 11:52:15 AM

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Vanessa LeBlanc

vanessa.leblanc@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None), Login with SSO*VL*

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 3/3/2023 11:52:18 AM

Viewed: 3/3/2023 11:53:03 AM

Signed: 3/3/2023 11:53:12 AM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Brian Fisher

briafris@cdwg.com

Director, Program Management

CDW Government LLC

Security Level: Email, Account Authentication
(None)*Brian Fisher*

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.62.209

Sent: 3/3/2023 11:53:15 AM

Viewed: 3/3/2023 11:54:30 AM

Signed: 3/3/2023 11:56:37 AM

Electronic Record and Signature Disclosure:

Accepted: 3/3/2023 11:54:30 AM

ID: 439c85d8-8e76-4880-bfee-df542eebce6d

Valerie Paulk

valerie.paulk@gsd.nm.gov

Signed on Behalf of State Purchasing Agent

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)*Valerie Paulk*

Signature Adoption: Pre-selected Style

Using IP Address: 67.0.204.48

Signed using mobile

Sent: 3/3/2023 11:56:40 AM

Viewed: 3/3/2023 11:58:27 AM

Signed: 3/3/2023 11:58:55 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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	3/3/2023 11:49:38 AM
Certified Delivered	Security Checked	3/3/2023 11:58:27 AM
Signing Complete	Security Checked	3/3/2023 11:58:55 AM
Completed	Security Checked	3/3/2023 11:58:55 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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.