



State of New Mexico General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:**0000055777****Apple Computer Inc.****One Apple Park Way****Cupertino, CA 95014****Contact: Tim Lim****Email: tlim2@apple.com****Telephone No.: (408) 783-7379**Price Agreement Number: **10-00000-20-00062AD**Master Agreement Number: **23003**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: **Computer Equipment, Peripherals & Related Services**Term: **January 24, 2023 thru June 30, 2025****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/computer-equipment-peripherals-related-services-2023-2028/apple-inc/>**

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

Participating Addendum Number 10-00000-20-00062AD
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of New Mexico
and
Apple Inc.

This Participating Addendum is entered into by the State of New Mexico ("Participating Entity") and Apple Inc. (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23003, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Apple Inc. ("Contractor")
One Apple Park Way, Mail Stop 39-3MAL
Cupertino, CA 95014

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Tim Lim
Contracts Negotiator
tlim2@apple.com
(408) 783-7379

Participating Entity's contact for this Participating Addendum is:

Dorothy Mendonca
State Purchasing Agent
Dorothy.Mendonca@gsd.nm.gov
(505) 827-0472

- II. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, public or private educational institutions, 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. Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum. If Purchasing Entity is purchasing under this Participating Addendum, Contractor shall assume it has the right to do so and bears no liability for unauthorized purchases.
- III. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- IV. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. For the avoidance of doubt, the Master Agreement contains Minnesota statutory requirements applicable only to the Lead State. Such provisions are not applicable to any Participating Entity other than the Lead State.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. All services provided will be described in one or more of the following documents:
- i. "Services Descriptions" used to describe any services purchased by an entity;
 - ii. any mutually agreed upon Statement of Work ("SOW") executed by the parties.
- b. Reserved.**
- V. AMENDMENTS AND CONFLICTS.** Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

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Between **State of New Mexico** and **Apple Inc.**

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. ATTACHMENTS.** To the extent that Participating Entity is an agency of the State of New Mexico and is mandated by the State of New Mexico to include the terms and conditions set forth in Attachment A attached in each of its procurement contracts, both Contractor and Purchasing Entity agree that Contractor is not subject to any terms in Attachment A that are not mandated by New Mexico law. This Participating Addendum includes the following attachments:
- a. Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions**
- VIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

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

PARTICIPATING ENTITY

CONTRACTOR

Signature:  This is signed on behalf of the State Purchasing Agent	Signature: 
Name: Dorothy Mendonca	Name: Johnny Mendoza
Title: State Purchasing Agent	Title: Project Coordinator
Date: 1/24/2024	Date: 1/24/2024

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.

Attachment A

Participating Addendum Number **10-00000-20-00062AD** for
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Between **State of New Mexico** and **Apple Inc.**

1. **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.

2. **Retainage:**
Reserved

3. **Performance Bond:**
Reserved

4. **Term:** THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT. This Agreement shall begin on a date approved by the New Mexico State Purchasing Agent and end on **June 30, 2025** unless terminated sooner upon termination of the Master Agreement. The Participating State reserves the right to renew the Participating Addendum by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150.

5. **Termination:**
Please see NASPO Master Agreement, Exhibit A, Section 42 (Cancellation) which governs rights of Contractor and Participating Entity to terminate for convenience and cause.

6. **Appropriations:** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **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.

8. **Conflict of Interest; Governmental Conduct Act:**

- a) The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- b) The Contractor further represents and warrants that to the best of its present knowledge it has complied with, and, during the term of this Agreement, will continue to comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Contractor specifically represents and warrants that:
 - (1) Contractor further represents and warrants that to the best of its present knowledge, no employee of Contractor involved in the performance of services related to this Agreement has an employment relationship with Participating State and is directly or indirectly involved in the Participating State's contracting process;
 - (2) this Agreement 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

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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 Agreement 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 Agreement 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 Participating State's employment, directly resulted in the Participating State's making this Agreement;
- (4) this Agreement 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 Agreement is not a sole source or small purchase contract, and this Agreement 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 Agreement 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 Agreement shall not contribute, anything of value to a public officer or employee of the Participating State unless permitted by applicable laws.

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 Agreement was entered into by the Parties. Contractor shall provide upon request a written response to the Participating State regarding the Contractor's representations and warranties in paragraphs A and B of this Clause. 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 Agreement to the contrary, the Participating State may immediately terminate the Agreement.

d) All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment:

- a) This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. Merger: This Agreement 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 Agreement. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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Between **State of New Mexico** and **Apple Inc.**

11. **Penalties for violation of law:** Reserved.
12. **Equal Opportunity Compliance:** The Contractor agrees to abide by all applicable 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
13. **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 Agreement may be terminated by the Participating State.
14. **Applicable Law:** The laws of the State of New Mexico shall govern this Agreement, 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 Agreement, 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 Agreement.
15. **Records and Financial Audit:** Reserved.
16. **Invalid Term or Condition:** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
17. **Enforcement of Agreement:** A Party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.
18. **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.
19. **Notices:** Any notice required to be given to either Party by this Agreement 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:

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Between **State of New Mexico** and **Apple Inc.**

PARTICIPATING ENTITY:

Name:	Dorothy Mendonca
Address:	1100 S. St. Francis Drive, Room 2016, Santa Fe, NM 87505
Telephone:	505-827- 0472
Email:	Dorothy.mendonca@gsd.nm.gov

CONTRACTOR:

Name:	Apple Inc.
Address:	One Apple Park Way, Mail Stop 39-3MAL, Cupertino, CA 95014
Telephone:	(408) 783-7379
Email:	Tlim2@apple.com

20. Succession: Reserved.

21. 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 Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

22. Default/Breach: Reserved.

23. Equitable Remedies: Reserved.

24. 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 Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, 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.
- 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/>.
- d) This Section 24 will apply to Contractor only to the extent state law is applicable to Contractor's health plans and not preempted by federal law, including but not limited to, the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

25. Indemnification: Please see NASPO Master Agreement, Exhibit A, Section 34 (Indemnification).

26. Default and Force Majeure: Reserved.

27. Assignment: Please see NASPO Master Agreement, Exhibit A, Section 27 (Assignment).

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- 28. Subcontracting:** Reserved.
- 29. Inspection of Plant:** Reserved.
- 30. Commercial Warranty:** Contractor agrees that the Contractor Products furnished under this Agreement shall be limited to a Limited Warranty.
- 31. Condition of Proposed Items:** Reserved.
- 32. Release:** Reserved.
- 33. Confidentiality:** Reserved.
- 34. Contractor Personnel:**
- a) Key Personnel. Key personnel are those individuals considered by the Participating State to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Tim Lim
 - b) Personnel Changes. The Participating State reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Participating State, meeting the Participating State's expectations.
- 35. Incorporation by Reference and Precedence:** In the event of a dispute under this Agreement, 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; (2) the Master Lease Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.
- 36. Inspection:** Reserved.
- 37. Inspection of Services:** Reserved.
- 38. Insurance:** If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.
- a) Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
 - b) Comprehensive general liability (providing third party 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:
 - (1) Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - (2) Property damage or combined single limit coverage: \$1,000,000.
 - (3) Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - (4) Umbrella: \$1,000,000.
 - c) Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for cancellation notice per the policy terms on any Certificate of Insurance form furnished by Contractor. Such certificate shall also

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specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

- d)** Contractor shall have the option to self insure so long as Contractor maintains an audited net worth (Shareholders Equity) of \$100,000,000.00.

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

40. Reporting:

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.

41. 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 derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number **10-00000-20-00062AD** and include the remittance check with the quarterly sales report.

Reports may be submitted via U.S. mail to NM State Purchasing Division or via email to GSD.QuarterlyUsageR@gsd.nm.gov

If you have any questions regarding the administrative reporting fee, please contact the Financial Coordinator Amber Sanchez at Amber.Sanchez2@gsd.nm.gov or (505) 469-2679.

For payment of fees through U.S. Mail or Courier Delivery:
 New Mexico State Purchasing Division
 Joseph Montoya Building, Room 2016,
 1100 St. Francis Drive, Santa Fe, New Mexico 87505
 or P.O. Box 6850, Santa Fe, New Mexico 87502

42. Lease Agreements:

Reserved

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43. **Subcontractors:** Reserved.

Certificate Of Completion

Envelope Id: 42F8E633E1DB47018736A8A05784266C

Status: Completed

Subject: Complete with DocuSign: 10-00000-20-00062AD NASPO PA

Source Envelope:

Document Pages: 11

Signatures: 2

Certificate Pages: 5

Initials: 2

AutoNav: Enabled

Envelope Stamping: Enabled

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

Envelope Originator:

Vanessa LeBlanc

1100 S Saint Francis Dr

Santa Fe, NM 87502

Vanessa.LeBlanc@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Vanessa LeBlanc

Location: DocuSign

1/24/2024 12:19:53 PM

Vanessa.LeBlanc@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Michael Saavedra



Sent: 1/24/2024 12:23:47 PM

Michael.Saavedra@gsd.nm.gov

Viewed: 1/24/2024 1:04:37 PM

New Mexico General Services

Signed: 1/24/2024 1:05:05 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

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

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

Vanessa LeBlanc



Sent: 1/24/2024 1:05:07 PM

vanessa.leblanc@gsd.nm.gov

Viewed: 1/24/2024 2:04:24 PM

New Mexico General Services

Signed: 1/24/2024 2:04:25 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

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

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

Johnny Mendoza



Sent: 1/24/2024 2:04:26 PM

johnny_mendoza@apple.com

Viewed: 1/24/2024 3:40:24 PM

Project Coordinator

Signed: 1/24/2024 3:43:38 PM

Apple Inc.

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 17.208.39.131

Electronic Record and Signature Disclosure:

Accepted: 1/24/2024 3:40:24 PM

ID: 47efb5c0-d7bd-4b99-a9ea-c9997c706ffc

Dorothy Mendonca



Sent: 1/24/2024 3:43:39 PM

dorothy.mendonca@gsd.nm.gov

Viewed: 1/24/2024 4:00:22 PM

SPD Division Director / State Purchasing Agent

Signed: 1/24/2024 4:00:31 PM

General Services Department

Signature Adoption: Uploaded Signature Image

Signing Group: 35000 - State Purchasing Agent

Using IP Address: 73.242.198.163

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		
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	1/24/2024 12:23:47 PM
Certified Delivered	Security Checked	1/24/2024 4:00:22 PM
Signing Complete	Security Checked	1/24/2024 4:00:31 PM
Completed	Security Checked	1/24/2024 4:00:31 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

(2) Send SPD an email to GSD.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.