



**State of New Mexico  
General Services Department**

**Statewide Price Agreement Cover Page**

**Awarded Vendor:**

**0000044276**

**HD Supply Facilities Maintenance, LTD  
3400 Cumberland Boulevard SE,  
Atlanta, GA 30339**

**Contact: Vasanti Subramanian**

**Email: [HDSFMContracts@hdsupply.com](mailto:HDSFMContracts@hdsupply.com)**

**Telephone No.: (470) 586-6337**

Price Agreement Number: **40-00000-24-00066AD**

Master Agreement Number: **758 2500000415**

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: **James Ortega**

Telephone No.: **(505) 795-2916**

Email: **[James.ortega@gsd.nm.gov](mailto:James.ortega@gsd.nm.gov)**

**Invoice:**

**As Requested**

**Title: Facilities MRO and Industrial Supplies**

**Term: July 30, 2025 thru August 31, 2026**

**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/facilities-mro-and-industrial-supplies-2024-2030/>**

**Participating Addendum Number 40-00000-24-00066AD**  
**for**  
**Facilities MRO and Industrial Supplies**  
**between**  
**The State of New Mexico**  
**And**  
**HD Supply Facilities Maintenance, LTD**

This Participating Addendum is entered into by The State of New Mexico ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number MA 758 2500000415, executed by Contractor and the Commonwealth of Kentucky ("Lead State") for Facilities MRO and Industrial Supplies ("Master Agreement"):

HD Supply Facilities Maintenance, LTD ("Contractor")  
3400 Cumberland Boulevard, S.E.  
Atlanta, GA 30339

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor's contact for this Participating Addendum is:

Vasanti Subramanian  
Strategic Account Executive  
vasanti.subramanian@hdsupply.com  
470-586-6337

Participating Entity's contact for this Participating Addendum is:

James Ortega  
Procurement Specialist  
[James.Ortega@gsd.nm.gov](mailto:James.Ortega@gsd.nm.gov)  
(505)795-2516

**II. DEFINITIONS.**

- a. **Administrative Reporting Fee.** An amount due to the Participating Entity for administration of this Participating Addendum, as determined in accordance with this Participating Addendum.
- b. **Installation Services.** The installation component of invoiced purchases for a renovation project that is a capital expense of Participating Entity or Purchasing Entity and is coded as a renovation order in Contractor's system. Installation Services are governed by the terms and conditions in a separate written agreement or quote.
- c. **Promotional Products.** Products offered at less than Contractor's list price on a temporary basis as identified by a source code and is coded as a promotional Product in Contractor's system.
- d. **Qualifying Sales.** All invoiced purchases of Products by a Participating Entity or Purchasing Entity, excluding the following: products and services in categories not awarded under the Master Agreement, returns, purchases by third-party contractors, subcontractors, or service providers on behalf of or for the benefit of Purchasing Entities, invoices unpaid by the applicable invoice due date, purchases paid with The Home Depot ProPurchase card or any fee-bearing payment method, such as a credit card, and purchases of items sold through The Home Depot retail stores (in-store and online), Installation Services, Promotional Products, and Special Orders.
- e. **Special Orders.** Products not listed on Contractor's website that are designated by a 5-digit part number (not the standard 6-digit part number) and which are shipped directly from the Product manufacturer.

**III. TERM.** This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

**IV. PARTICIPATION AND USAGE.** 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. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum.

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- V. 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.
- VI. 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 Contractor and Participating Entity and Purchasing Entities. Capitalized terms used but not defined in this Participating Addendum shall have the meanings ascribed to them in the Master Agreement.
- a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
  - b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VII. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Statewide Price Agreement number on the Purchase 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.
- VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** See Attachment A - State of New Mexico Terms and Conditions to the Participating Addendum.
- IX. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- X. INTENTIONALLY OMITTED**
- XI. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Attachment A: State of New Mexico Terms and Conditions to the Participating Addendum
- XII. NOTICE.** Any notice required herein shall be sent to the following:
- |                                                                                                                                         |                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>For Contractor:</p> <p>Vasanti Subramanian<br/>Strategic Account Executive<br/>vasanti.subramanian@hdsupply.com<br/>470-586-6337</p> | <p>For Participating Entity:</p> <p>Dorothy Mendonca<br/>State Purchasing Agent<br/><a href="mailto:Dorothy.Mendonca@gsd.nm.gov">Dorothy.Mendonca@gsd.nm.gov</a><br/>(505)827-0472</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
- XIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org). The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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- XIV. RETURN POLICY.** Contractor will accept returned Product in its original packaging up to 90 days from the date of purchase. Damaged items and/or short shipped orders must be reported to Contractor within three business days of receipt. Some items cannot be returned to Contractor. These include:
- Customized Orders, such as custom made-to-order and fabricated items
  - Hazardous materials
  - Products shipped outside the continental United States
  - Special Orders
  - Warranty items

**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.

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

**HD SUPPLY FACILITIES MAINTENANCE, LTD.:**

DocuSigned by:

*Bruce Reifsteck*

Signature

Bruce Reifsteck

**Printed Name**

Vice President, Public Sector

**Title**

6/25/2025

**Date**

**PARTICIPATING ENTITY:**

*Dorothy Mendonca*

Signature

Dorothy

Mendonca

**Dorothy Mendonca**

State Purchasing

Agent

**State Purchasing Agent**

7/30/2025

**Date**

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**Attachment A**

**State of New Mexico Terms and Conditions to the Participating Addendum (the "Agreement")**

**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. Intentionally omitted**

**5. Termination:**

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

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 Agreement 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 Agreement 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 Agreement.

c) Liability. Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for acceptable work performed, Special Orders, or Orders shipped prior to the Contractor's receipt 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 Agreement. The Contractor shall submit an invoice for such work, Special

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Orders, or Orders shipped within thirty (30) days of receiving 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 AGREEMENT.

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. 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 Agreement. 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.
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 it has complied with, and, during the term of this Agreement, 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 and will not knowingly employ during the term of this Agreement 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 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 employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or to the best of its knowledge, 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 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

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- 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 to the best of its knowledge, 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.
- 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 immediate written notice to the Participating State if, at any time during the term of this Agreement, Contractor learns 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. 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.

**11. 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.

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- 12. 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 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:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. Upon ten (10) days prior written notice and limited to once per calendar year, 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 Agreement shall not foreclose the right of the Participating State to recover excessive or illegal payments.
- 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, or electronic mail as follows:

**To the Participating State:**

|          |                                                                       |
|----------|-----------------------------------------------------------------------|
| Name:    | Dorothy Mendonca, State Purchasing Agent<br>State Purchasing Division |
| Address: | 1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505                   |

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|            |                             |
|------------|-----------------------------|
| Telephone: | (505) 827-0472              |
| Email:     | Dorothy.Mendonca@gsd.nm.gov |

**To the Contractor:**

|            |                                                                              |
|------------|------------------------------------------------------------------------------|
| Name:      | HD Supply Facilities Maintenance, Ltd.                                       |
| Address:   | 3400 Cumberland Boulevard SE, Atlanta, GA 30339                              |
| Telephone: | 470-586-6337                                                                 |
| Contact:   | Vasanti Subramanian                                                          |
| Email:     | <a href="mailto:HDSFMContracts@hdsupply.com">HDSFMContracts@hdsupply.com</a> |

**20. Succession:** This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

**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:** Upon prior written notice and a reasonable time to cure, in case of Default and/or material Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

**23. Equitable Remedies:** Contractor acknowledges that its failure to comply with any provision of this Agreement 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 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 Agreement 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.

**24. New Mexico Employees Health Coverage:**

a) If Contractor has, or grows to, six (6) or more employees who work in New Mexico and who are expected to work an average of at least 30 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 offer 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 New Mexico employees who have (a) accepted health insurance; or (b) declined health insurance for any reason. These records are subject to review and audit by a representative of the Participating State.

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c) Contractor agrees to inform all New Mexico employees of the availability of Participating State's publicly financed health care coverage programs by providing such New Mexico employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

- 25. Indemnification:** The Contractor shall defend, indemnify and hold harmless the Purchasing Entity and the State of New Mexico from actual and direct third-party actions, proceeding, claims, demands, costs, damages, reasonable attorneys' fees which may arise out of the performance of this Agreement, to the extent caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor by a third-party, the Contractor shall, as soon as practicable but no later than five (5) business days after it receives notice thereof, notify the legal counsel of the Participating State and the Risk Management Division of the New Mexico General Services Department in accordance with the Notices clause.
- 26. Default and Force Majeure:** The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Agreement without cost to the Purchasing Entity, if, upon written notice and a reasonable time to cure, the Contractor fails to meet the provisions of this Agreement. The Contractor shall not be liable for any delay or default in delivery if such delay or failure to deliver 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. 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 Agreement.
- 27. Assignment:** The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Participating State, which shall not be unreasonably withheld.
- 28. Subcontracting:** No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Participating State.
- 29. Inspection of Plant:** The Participating State may inspect, at any reasonable time during Contractor's regular business hours and upon ten (10) days' prior written notice, the Contractor's plant or place of business which is related to the performance of this Agreement.
- 30. Disclaimer of Warranty:** Contractor is a reseller of Products only, and as such does not provide any warranty for the Products it supplies hereunder. Notwithstanding this As-Is limitation, Contractor shall pass through to Participating Entity or Purchasing Entity any transferable manufacturer's standard warranties with respect to Products purchased hereunder. EXCEPT AS SET FORTH HEREIN AND APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY CONTRACTOR. PARTICIPATING ENTITY OR PURCHASING ENTITY AND PERSONS CLAIMING THROUGH PARTICIPATING ENTITY OR PURCHASING ENTITY (COLLECTIVELY, "CLAIMANT") SHALL SEEK RECOURSE EXCLUSIVELY FROM THE RELEVANT MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF PRODUCTS, CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF PRODUCTS, USE, MISUSE, ALTERATION OR MODIFICATION OF PRODUCTS, OR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY PARTICIPATING ENTITY OR PURCHASING ENTITY. CONTRACTOR

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DOES NOT CERTIFY OR GUARANTEE THAT ANY PRODUCTS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.

Contractor agrees to provide assistance to any Participating Entity or Purchasing Entity with any manufacturer's warranty process through contractor's Warranty Solutions service. Warranty Solutions may be reached via email at [fmwarrantysolutions@hdsupply.com](mailto:fmwarrantysolutions@hdsupply.com) or via phone at 1.800.782.4154.

**31. Condition of Proposed Items:** Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

**32. Release:** Final payment of the amounts due under this Agreement shall operate as a release of the Participating State, its officers and employees and Purchasing Entity from all payment liabilities, claims and obligations whatsoever arising from or under this Agreement.

**33. 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 Agreement 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 Agreement, Contractor shall certify it has destroyed or deliver all Confidential Information in its possession to the Participating State within thirty (30) Business Days of such termination. Contractor acknowledges that failure to certify it has destroyed or deliver Confidential Information to the Participating State may result in direct damages.

**34. Contractor Personnel:**

- a) Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Participating State. 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:

Vasanti Subramanian

- b) Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification. If the number of Contractor's personnel assigned to the Agreement is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications. The Participating State, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Agreement. The Contractor shall also make interim arrangements to assure that the Agreement progress is not affected by the loss of personnel. 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:** If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination within five (5) business days of delivery. Goods rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after Contractor's receipt of written notice of rejection and shall not be allowable as billable items for payment.

**Participating Addendum Number 40-00000-24-00066** for  
**Facilities MRO and Industrial Supplies**

Between **The State of New Mexico** and  
**HD Supply Facilities Maintenance, LTD**



**37. Inspection of Services:** If this Agreement is for the purchase of services, the following terms shall apply.

- a) Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- b) The Contractor shall provide and maintain an inspection system acceptable to the Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- c) 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 Agreement. The Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- e) If any part of the services do not conform with the requirements of this Agreement, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement 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 Agreement; and
  - (2) reduce the Agreement price to reflect the reduced value of the services performed.
- f) 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 Agreement, the Participating State may:
  - (1) by Agreement or otherwise, perform the services and deduct from payment to the Contractor any cost mutually agreed on by the Participating State that is directly related to the performance of such 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 AGREEMENT.

**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), including the State of New Mexico, General Services Department or other party to this Agreement, by blanket or scheduled endorsement, 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 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) Excess liability: \$1,000,000.

**Participating Addendum Number 40-00000-24-00066** for  
**Facilities MRO and Industrial Supplies**

Between **The State of New Mexico** and  
**HD Supply Facilities Maintenance, LTD**



- c) Contractor shall maintain the above insurance for the term of this Agreement and include the State of New Mexico, General Services Department or other party to this Agreement as an additional insured, by blanket or scheduled endorsement, and provide prior written cancellation notice, according to state guidelines, on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**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 and Fee Due Date: |
|----------|----------------|--------------------------|
| First    | September 30   | October 30               |
| Second   | December 31    | January 31               |
| Third    | March 31       | April 30                 |
| Fourth   | June 30        | July 31                  |

Contractor agrees to utilize the New Mexico Quarterly Sales report provided by State Purchasing Division. 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. Detailed instructions can be found on page one of the excel Quarterly Sales Report.

Reports must be submitted via email to:

[GSD.QuarterlyUsageR@gsd.nm.gov](mailto:GSD.QuarterlyUsageR@gsd.nm.gov)

New Mexico State Purchasing Division Quarterly Sales Report- template can be located at:

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

A list of New Mexico State Agencies can be located at:

<https://www.nm.gov/departments-and-agencies/>

**41. Administrative Fees:**

The Contractor agrees to remit an Administrative Reporting Fee payable by check to the New Mexico State Purchasing Division for an amount equal to one percent (1.00 %) of the total Qualifying Sales by Purchasing Entities. The Contractor shall indicate the contract number 40-00000-24-00066AD on the quarterly sales report and remit payment, no later than thirty days following the end of each quarter. State Purchasing Division only accepts check payments.

**Payments must be submitted via U.S. mail to:**

**Participating Addendum Number 40-00000-24-00066 for  
Facilities MRO and Industrial Supplies**



Between **The State of New Mexico** and  
**HD Supply Facilities Maintenance, LTD**

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New Mexico State Purchasing Division

Attention: Compliance

P.O. Box 6850

Santa Fe, New Mexico 87502

**42. Lease Agreements:**

"Reserved."

**43. Intentionally omitted**

## Certificate Of Completion

Envelope Id: B85499E6-F342-43C5-A5CF-BFAE88C6869C

Status: Completed

Subject: Complete with Docusign: 40-00000-24-00066AD HD Supplies Facilities Maintenance LTD 7.30.pdf, 40...

Source Envelope:

Document Pages: 14

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Charlette Probst

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

charlette.probst@gsd.nm.gov

IP Address: 164.64.62.10

## Record Tracking

Status: Original

Holder: Charlette Probst

Location: DocuSign

7/30/2025 8:44:55 AM

charlette.probst@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

## Signer Events

### Signature

### Timestamp

Michael Saavedra

Michael.Saavedra@gsd.nm.gov

IT and Const. Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication  
(None)

*ms*

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10

Sent: 7/30/2025 8:56:55 AM

Viewed: 7/30/2025 8:57:42 AM

Signed: 7/30/2025 8:59:39 AM

### Electronic Record and Signature Disclosure:

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

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

Charlette Probst

charlette.probst@gsd.nm.gov

State Purchasing Division CPO

Security Level: Email, Account Authentication  
(None)

*CP*

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10

Sent: 7/30/2025 8:59:40 AM

Viewed: 7/30/2025 9:39:05 AM

Signed: 7/30/2025 9:39:13 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication  
(None)

*Dorothy Mendonca*

Signature Adoption: Pre-selected Style  
Using IP Address: 97.182.81.160

Sent: 7/30/2025 9:39:15 AM

Viewed: 7/30/2025 10:42:06 AM

Signed: 7/30/2025 10:42:15 AM

### Electronic Record and Signature Disclosure:

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 | 7/30/2025 8:56:55 AM  |
| Certified Delivered                        | Security Checked | 7/30/2025 10:42:06 AM |
| Signing Complete                           | Security Checked | 7/30/2025 10:42:15 AM |
| Completed                                  | Security Checked | 7/30/2025 10:42:15 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.SPDinfo@state.nm.us](mailto: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](mailto: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](mailto: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.SPDinfo@state.nm.us](mailto:GSD.SPDinfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.