



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor:**  
**000008015**  
**Laboratory Corporation of America Holdings**  
**PO Box 8029**  
**Burlington, NC 27216-2240**  
  
**Email: blackc7@labcorp.com**  
**Telephone No.: (336) 436-7448**

Number: 20-63000-21-41315  
Amendment No.: Three  
Term: March 22, 2022-March 21,2026

**Ship To:**  
**New Mexico Human Services Department**  
**1474 Rodeo Road**  
**Santa Fe, NM 87505**

Procurement Specialist: Mikayla Trujillo  
Telephone No.: (505) 469-1092  
Email: Mikayla.Trujillo@gsd.nm.gov

*MJ*

**Invoice:**  
**Same as Ship to Address**  
  
For questions regarding this contract please contact:  
**Andrea Sisneros (505) 479-1369**

Title: **Genetic Testing Services**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2025 to March 21, 2026 at the same price, terms and conditions.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Natalie Martinez*  
Dorothy Mendonca  
New Mexico State Purchasing Agent  
x **This Agreement was signed on behalf of the State Purchasing Agent**  
Date: *3/20/2025*

*VL*

## Certificate Of Completion

Envelope Id: 3305833C-1559-47E2-893D-F9DCCA120A36

Status: Completed

Subject: Please DocuSign: 20-63000-21-41315 Genetic Testing Services A003

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Mikayla Trujillo

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

mikayla.trujillo@gsd.nm.gov

IP Address: 164.64.62.10

## Record Tracking

Status: Original

Holder: Mikayla Trujillo

Location: DocuSign

3/19/2025 4:26:21 PM

mikayla.trujillo@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

## Signer Events

### Signature

### Timestamp

Vanessa LeBlanc

Sent: 3/19/2025 4:29:27 PM

Vanessa.LeBlanc@gsd.nm.gov

Viewed: 3/20/2025 7:01:52 AM

Bureau Chief

Signed: 3/20/2025 7:01:59 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

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

Mikayla Trujillo

Sent: 3/20/2025 7:02:00 AM

mikayla.trujillo@gsd.nm.gov

Viewed: 3/20/2025 8:09:25 AM

Procurement Specialist II

Signed: 3/20/2025 8:09:37 AM

GSD/SPD

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 164.64.62.10

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Natalie Martinez

Sent: 3/20/2025 8:09:38 AM

natalie.martinez1@gsd.nm.gov

Viewed: 3/20/2025 8:11:05 AM

Deputy Director

Signed: 3/20/2025 8:12:07 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

Using IP Address: 164.64.62.10

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

## 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

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	3/19/2025 4:29:27 PM
Certified Delivered	Security Checked	3/20/2025 8:11:05 AM
Signing Complete	Security Checked	3/20/2025 8:12:07 AM
Completed	Security Checked	3/20/2025 8:12:07 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

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

## **B. Obtaining paper copies**

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

## **C. Withdrawing your consent**

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

## **D. Consequences of changing your mind**

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

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

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

## **F. How to contact GSD:**

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

## **G. To advise SPD of your new email address**

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

## **H. To request paper copies from SPD**

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

## **I. To withdraw your consent with SPD**

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

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

(2) Send SPD an email to [GSD.SPInfo@state.nm.us](mailto: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.



**State of New Mexico  
General Services Department  
Purchasing Division**

**Price Agreement Amendment**

**Awarded Vendor:**  
**000008015**  
**Laboratory Corporation of America Holdings**  
**PO Box 8029**  
**Burlington, NC 27216-2240**

**Email: blackc7@labcorp.com**  
**Telephone No.: (336) 436-7448**

Number: 20-63000-21-41315

Amendment No.: Two

Term: March 22, 2022 – March 21, 2025

**Ship To:**  
**New Mexico Human Services Department**  
**1474 Rodeo Road**  
**Santa Fe, NM 87505**

**Invoice:**  
**Same as Ship To Address**

**For questions regarding this contract please contact:**  
**Melanie G. Vigil (505) 231-4871**

Procurement Specialist: Yulastuti Wulandari *yw*

Telephone No.: (505) 469-2248

Email: Yulastuti.Wulandari@gsd.nm.gov

Title: **Genetic Testing Services**

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**Accepted for the State of New Mexico**

*Dorothy Mendonca*

Date: 3/20/2024

Dorothy Mendonca  
New Mexico State Purchasing Agent

**Certificate Of Completion**

Envelope Id: 5E0147E8EC3141D1B02CB75743B098B4	Status: Completed
Subject: 20-63000-21-41315 A002 Genetic Testing Services	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Yulastuti Wulandari
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Yulastuti.Wulandari@gsd.nm.gov
	IP Address: 164.64.62.10

**Record Tracking**

Status: Original	Holder: Yulastuti Wulandari	Location: DocuSign
3/19/2024 4:05:23 PM	Yulastuti.Wulandari@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

**Signer Events**

Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	Sent: 3/19/2024 4:07:36 PM Viewed: 3/20/2024 10:51:53 AM Signed: 3/20/2024 10:51:56 AM
<i>VL</i>	
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

Yulastuti Wulandari yulastuti.wulandari@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	<i>YW</i>	Sent: 3/20/2024 10:51:57 AM Viewed: 3/20/2024 11:00:27 AM Signed: 3/20/2024 11:00:35 AM
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10		

**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)	<i>Dorothy Mendonca</i>	Sent: 3/20/2024 11:00:36 AM Viewed: 3/20/2024 11:34:10 AM Signed: 3/20/2024 11:34:14 AM
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10		

**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

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	3/19/2024 4:07:36 PM
Certified Delivered	Security Checked	3/20/2024 11:34:10 AM
Signing Complete	Security Checked	3/20/2024 11:34:14 AM
Completed	Security Checked	3/20/2024 11:34:14 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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:**

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## **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:

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

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- 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.



**State of New Mexico  
General Services Department  
Purchasing Division**

**Price Agreement Amendment**

**Awarded Vendor:**  
**0000008015**  
**Laboratory Corporation of America Holdings**  
**PO Box 8029**  
**Burlington, NC 27216-2240**  
  
**Email: blackc7@labcorp.com**  
**Telephone No.: (336) 436-7448**

Number: 20-63000-21-41315

Amendment No.: One

Term: March 22, 2022 – March 21, 2024

**Ship To:**  
**New Mexico Human Services Department**  
**1474 Rodeo Road**  
**Santa Fe, NM 87505**

Procurement Specialist: Yulastuti Wulandari

Telephone No.: (505) 469-2248

Email: Yulastuti.Wulandari@gsd.nm.gov

**Invoice:**  
**Same as Ship To Address**

**For questions regarding this contract please contact:**  
**Melanie G. Vigil (505) 231-4871**

Title: **Genetic Testing Services**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2023 to March 21, 2024 at the same price, terms and conditions.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: 3/13/2023

Acting New Mexico State Purchasing Agent

*MM*

*JC*


**Certificate Of Completion**

Envelope Id: 20E1BE21F99C4F5EA857B6930B7805A0	Status: Completed
Subject: Please DocuSign: 20-63000-21-41315 Genetic Testing Services A001	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Tami Concha
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Tami.Concha@gsd.nm.gov
	IP Address: 174.56.109.88


**Record Tracking**

Status: Original	Holder: Tami Concha	Location: DocuSign
3/13/2023 2:55:07 PM	Tami.Concha@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign


**Signer Events**

Signer Events	Signature	Timestamp
Natalie Martinez		Sent: 3/13/2023 2:56:54 PM
natalie.martinez1@gsd.nm.gov		Viewed: 3/13/2023 2:58:49 PM
New Mexico General Services		Signed: 3/13/2023 2:58:53 PM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tami Concha		Sent: 3/13/2023 2:58:53 PM
tami.concha@gsd.nm.gov		Viewed: 3/13/2023 2:59:32 PM
Procurement Specialist II		Signed: 3/13/2023 2:59:37 PM
New Mexico General Services, State Purchasing Division		Signature Adoption: Pre-selected Style Using IP Address: 174.56.109.88

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Valerie Paulk		Sent: 3/13/2023 2:59:38 PM
Valerie.Paulk@gsd.nm.gov		Viewed: 3/13/2023 3:00:06 PM
Signed of Behalf of State Purchasing Agent		Signed: 3/13/2023 3:00:36 PM
New Mexico General Services		Signature Adoption: Pre-selected Style Using IP Address: 67.0.204.48 Signed using mobile

**Electronic Record and Signature Disclosure:**  
Accepted: 5/29/2020 9:40:59 AM  
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	3/13/2023 2:56:54 PM
Certified Delivered	Security Checked	3/13/2023 3:00:06 PM
Signing Complete	Security Checked	3/13/2023 3:00:36 PM
Completed	Security Checked	3/13/2023 3:00:36 PM

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

## **B. Obtaining paper copies**

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

## **C. Withdrawing your consent**

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

## **D. Consequences of changing your mind**

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

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

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

## **F. How to contact GSD:**

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

## **G. To advise SPD of your new email address**

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

## **H. To request paper copies from SPD**

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

## **I. To withdraw your consent with SPD**

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

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

(2) Send SPD an email to [GSD.SPInfo@state.nm.us](mailto: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.



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
**0000008015**  
**Laboratory Corporation of America Holdings**  
**PO Box 8029**  
**Burlington, NC 27216-2240**

**Email: blackc7@labcorp.com**  
**Telephone No.: 336-436-7448**

Price Agreement Number: **20-63000-21-41315**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

**Ship To:**  
**New Mexico Human Services Department**  
**1474 Rodeo Road**  
**Santa Fe, NM 87505**

Procurement Specialist: **Yuliasuti Wulandari** *yw*

Telephone No.: **(505) 469-2248**

Email: **Yuliasuti.Wulandari@state.nm.us**

**Invoice:**  
**Same as Ship To address**

**For questions regarding this agreement please contact:**  
**Melanie G. Vigil 505-231-4871**

Title: **Genetic Testing Services**

Term: **March 22, 2022 thru March 21, 2023**

**This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: 3/22/2022

Mark Hayden, New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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**New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

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

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

**Department Price Agreement**

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

**Article II –Term**

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

**Article III –Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

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**Article V - Termination**

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

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

**Article VII – Issuance or Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

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**Specifications:**

To establish a Price Agreement for Genetic Testing Services for the New Mexico Human Services Department (HSD). The Price Agreement allows New Mexico Human Services Department to provide genetic testing of potential non-custodial parents, upon court order to determine paternity and establish a child-support order. Additionally, our program provides genetic testing by voluntary request of the potential non-custodial parent in question to determine paternity.

**Term:**

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

**Multiple Awards:**

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

**Escalation / Reduction Clause:**

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, State Purchasing Division (SPD) and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted.*** No price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

**Quantities Service:**

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work. The State does not guarantee any amount of work. Failure to respond to the State's requests may be grounds for termination of this Price Agreement.

**Tax Note:**

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

**Payment Provisions:**

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction,

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or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30<sup>th</sup>) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

**Minimum Requirements for Genetic Testing:**

**The Bidder must meet the minimum requirements specified in the following paragraphs for each laboratory facility used for genetic testing activities and related services.**

**1. Specimen scheduling, collection, and confirmation**

- a. Case scheduling is accomplished with "one call" to Awarded Vendor.
- b. The Awarded Vendor and Child Support Enforcement Division (CSED) county office staff will prearrange the collection site network. The Awarded Vendor and CSED county office staff will also prearrange the frequency and day of the month the collection(s) will occur. The Awarded Vendor will be responsible for providing a suitable and convenient collection site in discussion and in agreement with the CSED County Director. In some instances that may be at the local CSED office, however where there is no CSED county office to use a collection site, the Awarded Vendor will be responsible for providing a secure collection site. Collection sites will be convenient, properly staffed, stocked with supplies and paperwork. Each laboratory used will provide specimen collection services to institutional settings.
- c. Unsuccessful collections (missed appointments or protocol exceptions) will be reported, by email, to the CSED county office staff within 24-hours or next business day after confirmation by the laboratory if the unsuccessful collection was the day before a weekend or holiday.
- d. The Awarded Vendor's laboratory will perform the laboratory paternity test at no charge to CSED if a specimen collection is unsuccessful for reasons directly related to Awarded Vendor's services (redraw required).

**2. Specimen Collection Protocol**

- a. Each laboratory will utilize the collection protocol to minimize inconvenience, physical discomfort, and maximize safety to all involved in collection.
- b. Specimen collection technique will minimize sample degradation, contamination, and volume insufficiencies to avoid redraw.

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- c. Each laboratory will inform the county office staff of all nonviable specimens (specimens not conforming to testing requirements) no later than forty-eight (48) hours after non-viability has been confirmed after arrival at the laboratory.
- d. Recollection rate will be no greater than one (1) specimen per 1,000 (original case trio).

**3. Specimen Testing Technology**

- a. The laboratory will have the capability to test various types of specimens, including tissues from deceased individuals.
- b. The laboratory will provide either a probability of 99.5% or greater, or at least three (3) DNA results inconsistent with paternity.
- c. The laboratory will maintain specimens for purposes of additional parentage testing for seven (7) years.

**4. Paternity Test Reporting & Interpretation**

- a. Laboratory test results will be interpreted by two (2) qualified technical staff members and certified by a qualified, experienced expert holding a doctor's (Ph. D.) degree.
- b. Laboratory will make available Ph. D.- level technical staff for on-site expert testimony (e.g., in a court of law) with a minimum of forty-eight (48) hours advance notice.
- c. Laboratory test results will be presented in a format that is scientifically meaningful but useful to non-technical readers. The laboratory's Ph. D. staff will be available as necessary to help the county office staff with test interpretation.
- d. The laboratory will have the capability for the county office staff to access case status and test results via electronic data interface (EDI). Awarded Vendor and county office staff will agree to specific EDI interface and project plan.
- e. The laboratory will make available Ph. D.-level staff to conduct on-site paternity testing and technical training for the county office staff.

**5. Paternity Testing Customer Service**

- a. The laboratory will provide multi-tiered customer service staff to ensure cost effective service delivery.
- b. The laboratory will provide dedicated customer service staff to notify the county office regarding tests or cases potentially subject to delay due to technical issues.
- c. The laboratory will assign a capable and experienced Client Service Associate (CAS) to monitor all elements of the service agreement.
- d. The laboratory will assign a capable and authorized field-based Sales Specialist to be available to meet with the county office staff to evaluate contract performance and discuss opportunities to improve service cost-effectiveness.

**6. Vendor Laboratory(s) Credentials**

- a. The laboratory will have a viable disaster relief plan to ensure availability of ongoing testing, service levels, and records security.
- b. The laboratory will have an internal Quality Control (QC) system and will maintain records of "blind case" QC tests for a minimum of two (2) years.

**7. Statement of Concurrence**

**Bidder shall submit with their bid, a Statement of Concurrence, stating that they fully agree to and are capable of meeting and adhering to the Minimum Requirements of the ITB specifications.**

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**Items:**

<b>Item</b>	<b>Approx Qty</b>	<b>Unit</b>	<b>Article and Description</b>	<b>Unit Price</b>
1	1	Each	Genetic Testing - Cost per sample tested	<b>\$55.00</b> Optional Service Offering: \$38.00 per sample for staff collections performed at agency offices

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


**Certificate Of Completion**

Envelope Id: 775F8E58D8334E74A411E9DEA4D4048C	Status: Completed
Subject: 20-63000-21-41315 Genetic Testing Services	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Yuliasuti Wulandari
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Yuliasuti.Wulandari@state.nm.us
	IP Address: 164.64.63.2


**Record Tracking**

Status: Original	Holder: Yuliasuti Wulandari	Location: DocuSign
3/21/2022 4:59:25 PM	Yuliasuti.Wulandari@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Natalie Martinez		Sent: 3/21/2022 5:02:10 PM
Natalie.Martinez1@state.nm.us		Viewed: 3/22/2022 6:06:39 AM
New Mexico General Services		Signed: 3/22/2022 6:06:47 AM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 207.155.51.248

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Yuliasuti Wulandari		Sent: 3/22/2022 6:06:49 AM
yuliasuti.wulandari@state.nm.us		Viewed: 3/22/2022 8:44:03 AM
New Mexico General Services		Signed: 3/22/2022 8:44:08 AM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 174.205.107.94

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Valerie Paulk		Sent: 3/22/2022 8:44:10 AM
valerie.paulk@state.nm.us		Viewed: 3/22/2022 9:38:51 AM
Signed of Behalf of State Purchasing Agent		Signed: 3/22/2022 9:39:01 AM
New Mexico General Services		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

**Electronic Record and Signature Disclosure:**  
Accepted: 5/29/2020 9:40:59 AM  
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	3/21/2022 5:02:10 PM
Certified Delivered	Security Checked	3/22/2022 9:38:51 AM
Signing Complete	Security Checked	3/22/2022 9:39:01 AM
Completed	Security Checked	3/22/2022 9:39:01 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

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

## **B. Obtaining paper copies**

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

## **C. Withdrawing your consent**

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

## **D. Consequences of changing your mind**

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

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

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

## **F. How to contact GSD:**

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

## **G. To advise SPD of your new email address**

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

## **H. To request paper copies from SPD**

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

## **I. To withdraw your consent with SPD**

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

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

(2) Send SPD an email to [GSD.SPInfo@state.nm.us](mailto: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.