

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
XYNERGY, INC.**

This Agreement is entered into this 14th day of June 2026, between **Santa Fe County**, a political subdivision of the state of New Mexico (the “County”), and **Xynergy Inc.**, 315 Alameda Blvd., Albuquerque, New Mexico 87113 (the “Contractor”).

WHEREAS, the County requires professional website design, hosting, maintenance, support, and related services for its official website, which serves as a primary source of information regarding County departments, elected offices, programs, services, and other public resources for County residents and employees; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-129 (Procurement under existing contracts), the Procurement Manager determines that these services may be procured without a competitive solicitation utilizing NMSPA Agreement No. 30-00000-23-0008DW; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, the parties agree as follows:

Agreement

1. CONTRACTOR’S SERVICES

The Contractor will provide professional services including secure hosting, routing, responsive maintenance, technical support, troubleshooting, and the implementation of approved website enhancements. The Contractor will work to improve the County’s website’s functionality, usability, accessibility, and overall user experience while ensuring continued compliance with applicable County IT policies, industry best practices, and accessibility standards.

A. Deliverables

- i. Application Development Services for Website Maintenance and Technical Support.
- ii. Ongoing Site Updating and Management
 - a. CMS support,
 - b. Technical support,
 - c. Telephone support,
 - d. Maintenance, and
 - e. Enhancements.
- iii. The details of the Contractor’s Services are described in ATTACHMENT A.

2. ADDITIONAL SERVICES

A. The parties agree that the services in section 1 above will be completed to the County's satisfaction and for the amount stated section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Contractor's Services. Any changes to the Contractor's services must be made by written amendment.

3. COMPENSATION, INVOICING AND SET-OFF

A. The total compensation payable to the Contractor for the term of this Agreement will not exceed **\$87,445.31.00**, *inclusive* of NM GRT.

B. The Contractor will submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of and services is Sara Smith, Operations Manager, ssmith@santafecountynm.gov, (505) 992-1635, or such other individual as may be designated in the absence of the County representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Contractor breaches this Agreement, the County may, without penalty, withhold payments due the Contractor for the purpose of set-off damages it suffered as a result of the breach.

D. Payment The County's payment to Contractor will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will be effective as of the date of last signature by the parties and will terminate one year from that date, unless earlier terminated under Section 5 (Termination) or Section 6

(Appropriations and Authorizations). The parties may agree by amendment to extend the term of this Agreement in one-year increments not to exceed four years total.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party will have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Contractor written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Contractor after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The parties intend that the Contractor and its agents and employees will be independent contractors and not employees or agents of the County. Accordingly, the Contractor and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

B. The Contractor must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

C. The Contractor must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

9. CONTRACTOR'S PERSONNEL

A. The services in section 1 (Contractor's Services) must be performed by the Contractor or under its supervision.

B. The Contractor states that it has, or will secure at the Contractor's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Contractor's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement must be kept confidential and not be made available to any individual or organization by the Contractor without the prior written approval of the County.

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

13. CONFLICT OF INTEREST

The Contractor represents that it has no and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Contractor will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Contractor acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

20. INDEMNIFICATION

A. The Contractor shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Contractor's negligent acts or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Contractor's obligations under this indemnification section will not be limited by the terms of the insurance policy the Contractor is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICES

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

To the County: Santa Fe County Manager's Office
Attn: Sara Smith, Operations Manager
102 Grant Ave.
Santa Fe, New Mexico 87501-0276

To the Contractor: Xynergy, Inc.
Attn: Arijit Banerjee
315 Alameda Blvd.
Albuquerque, New Mexico 87113

23. CONTRACTOR REPRESENTATIONS

The Contractor hereby represents and warrants that:

A. This Agreement is duly authorized by the Contractor, the person signing this Agreement has authority to do so, and, once signed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.

B. The terms of this Agreement do not conflict with Contractor's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD-PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. CONTRACTOR'S INSURANCE AND BONDS

A. General Conditions. Contractor will submit evidence of insurance as is required herein. Policies of insurance must be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor must maintain comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policy must include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County will be named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act, NMSA 1978,

Section 41-4-1, the Contractor agrees to increase the maximum limits of any insurance required herein.

27. PERMITS AND FEES

Contractor will procure all permits, licenses, and pay all fees associated with the performance of the Services and the Contractor’s obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY:



Gregory S. Shaffer
Santa Fe County Manager

6/14/2026

Date

Approved as to form:

Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

6/12/2026

Date

CONTRACTOR – XYNERGY, INC.



Signature

06/12/2026

Date

ATTACHMENT A



I. Purpose:

The Purpose of this Agreement is for the Contractor to provide professional services to support the <https://www.santafecountynm.gov/> website for Procuring Entity. The goals and objectives for Contractor are:

To Provide hosting, maintenance, and support for the Procuring Entity's public website. The Contractor shall deliver services to ensure secure, stable, and user-friendly operation of the website, in alignment with the Procuring Entity's goals.

The Contractor's primary objectives are:

- To provide secure and reliable hosting of the website and related domains.
- To perform routine and responsive maintenance and technical support.
- To implement enhancements that improve the site's usability, accessibility, and user experience (UX).
- To ensure ongoing compliance with state IT policies and accessibility standards.

II. Service Category(ies) and Negotiated Unit Rates:

Contractor's Key Staff and Qualified Personnel will not be diverted from this Agreement absent Procuring Entity's prior written approval. The Procuring Entity considers the following Key Staff and Qualified Personnel to be mandatory to the work to be performed hereunder and their associated negotiated unit rate applicable to this agreement are as follows:

Key Staff and Qualified Personnel (Include Name/Title, IT Professional Service Category and Experience Level)	SWPA Unit Rate (excluding GRT) Per hour	Negotiated Unit Rate (excluding GRT) Per hour
Toby Sapusek Web Developer Application Development Services Mid-level	\$125	\$125
Donald DeLeeuw Web Developer Application Development Services Mid-level	\$125	\$125

Ethan Graham VP of Operations Project Management Services Mid-Level	\$125	\$125
Avery Pearson UX/UI Designer Application Development Services Mid-level	\$125	\$125

III. Deliverables:

The following sections describe the required tasks and subtasks to be performed by Contractor concerning each service delivered by Contractor to Procuring Entity (a “Deliverable”) pursuant to this Agreement. At a minimum, Contractor shall produce and deliver each Deliverable. The Parties agree that the Deliverables are the controlling items and that Contractor’s primary obligation is to deliver the Deliverables to Procuring Entity according to the following sections.

A. **Deliverable Number 1: Application Development Services for Website Maintenance and Technical Support**

<u>Deliverable One</u>	<u>Due Date</u>	<u>Compensation</u>
Website Maintenance and Technical Support	Monthly Services Upon execution of contract – June 30, 2027	Total Compensation Amount for this deliverable not to exceed \$87,445.31, including 7.625% GRT, as applicable, billed pursuant to SWPA Article 3. To be invoiced monthly based on the negotiated unit rates and timesheets approved by the Procuring Entity and submitted by the Contractor on the same periodic basis.

Task Item	Subtask	Description
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<p>Ongoing Site Updating & Management</p>	<p>CMS Support</p>	<p>Contractor shall provide website review, recommendations and consulting as requested by Procuring Entity. Contractor shall make updates to web pages in the following website https://www.santafecountynm.gov/ and all of its subdomains including the elected officials’ websites as requested by Procuring Entity of up to six hundred and fifty (650) hours per year.</p> <p>The Contractor will provide the following additional support services:</p> <ul style="list-style-type: none"> ● Respond to telephone or email inquiries about the website and related topics. ● Investigate and troubleshoot website and CMS-related issues. ● Assist CMS users with functionality questions on user support. ● Update code as needed to accommodate server and security updates ● Regularly monitor site content for errors, outdated content, broken links, non-optimized images, and inconsistencies. ● When applicable, update widget code when provider code changes (e.g., X, Facebook, Pinterest, and other 3rd party apps and feeds). ● Provide best practices and guidance for content population and management of the system. ● Accessibility scans and adjustments to maintain compliance <p>Procuring Entity staff will perform testing and verification of changes.</p>
	<p>Technical Support</p>	<p>Contractor shall provide the Procuring Entity with email- and/or ticket-based technical support as follows:</p> <ul style="list-style-type: none"> ● <u>During business hours</u>: Monday to Friday from 9:00 a.m. to 5:00 p.m. Mountain Time [Excluding Public Holidays]. ● <u>Out of business hours</u>: Tickets can be submitted but will be actioned next business day. ● Yearly provisioning of a Virtual Private Server (VPS) ● Linux hosting of Apache servers ● Monitoring provided twenty-four hours per day, seven days per week (24x7) ● 48 GB RAM ● 300 GBs SSD Disk ● Up to two (2) alias domain names in addition to the website primary domain name ● Routine server, software and security updates will be handled ● SSL encryption (2048-bit certificate) ● Traffic statistics available on request

	Telephone Support	<p>Contractor shall provide the Procuring Entity with telephone technical support as follows:</p> <ul style="list-style-type: none"> ● <u>During business hours</u>: Monday to Friday from 9:00 a.m. to 5:00 p.m. Mountain Time [Excluding Public Holidays]. ● The target response time to technical support requests is less than one hour. ● <u>Out of business hours</u>: Reported issues will be actioned next business day.
	Maintenance	<p>Contractor will provide:</p> <ul style="list-style-type: none"> ● <u>Scheduled maintenance</u>: Contractor shall announce to the Procuring Entity any scheduled maintenance at least 24 hours in advance. ● <u>Unscheduled maintenance</u>: Contractor shall inform the Procuring Entity of any emergency maintenance at the earliest available opportunity.
	Enhancements	<p>Upon request by and in agreement with the Procuring Entity, Contractor shall design and develop new website features and/or UI/UX modifications. This may include UI/UX of navigation and templates to accommodate Procuring Entity web pages.</p> <ol style="list-style-type: none"> 1. UI/UX design of navigation and templates to accommodate Procuring Entity pages 2. Expansion of Expression Engine (EE) templates will include a build of new templates



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:
0000055016
Xynergy Inc
315 Alameda Blvd
Albuquerque, NM 87113

Contact: Arijit Banerjee, Ethan Graham
Email: arijit@consumer51.com
ethan@xynergy.com
Telephone No.: (618) 303-4709, (505) 274-8157

Contract Number: 30-00000-23-00080DW

Amendment No.: Two

Term: February 9, 2024 – February 8, 2028

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Yuliasuti Wulandari *YW*

Telephone No.: (505) 469-2248

Email: Yuliasuti.Wulandari@gsd.nm.gov

Invoice:
As Requested at Time of Order

For questions regarding this contract please contact:
Lucy Vigil-Rendon (505) 629-2297

Title: Information Technology Professional Services

This amendment is to be attached to the respective Contract and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Revise Article 28 – Notices to update NM DoIT contact details.

See Amendment No. 2 for details.

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

State of New Mexico

General Services Department, State Purchasing Division
Information Technology Agreement

General Services Contract Amendment
Statewide Price Agreement No.: 30-00000-23-00080DW
Amendment No.: Two

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **General Services Department, State Purchasing Division**, hereinafter referred to as the "Procuring Agency," and **Xynergy, Inc**, hereinafter referred to as the "Contractor".

The purpose of this Amendment is to amend Article 28 – Notices to update DoIT contact details.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. Article 28 – Notices

Article 28 – Notices is hereby amended to read as follows:

All deliveries, notices, requests, demands, or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For State Purchasing Agent

State Purchasing Agent
P.O. Drawer 6850
Santa Fe, NM 87502-0110

For DoIT

Chief Financial Officer
Department of Information Technology
P.O. Box 22550
Santa Fe, NM 87502-2550
Phone: 505-629-2297
Email: asd.contracts-rfps@doit.nm.gov

For CONTRACTOR

Arijit Banerjee, CEO
Xynergy, Inc
315-A Alameda Blvd NE
Albuquerque, NM 87113
Phone: 505-820-8357 ext. 10
Email: arijit@xynergy.com

Any change to the Notice individual or the address shall be effective only in writing.

All other Articles and Deliverables of the original contract and subsequent amendments remain the same.

The remaining of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: *Arijit Banerjee*
Arijit Banerjee, CEO
Xynergy, Inc

Date: 12/31/2025

Approved for legal sufficiency:

By: *Jason Clack*
Jason Clack, General Counsel
Department of Information Technology

Date: 1/2/2026

Approved for financial sufficiency:

By: *Silvia O. Rodarte*
Silvia Rodarte, Chief Financial Officer
New Mexico Department of Information Technology

Date: 1/1/2026

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and/or compensating taxes:

BTIN: 02-481831-00-3

By: *Ann Marie Lucero*
Taxation & Revenue Department

Date: 12/31/2025

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: *Manny Barreras* Date: 1/5/2026
Manny Barreras, Cabinet Secretary and State Chief Information Officer
New Mexico Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: *Dorothy Mendonca* Date: 1/5/2026
State Purchasing Agent
State Purchasing Division

Certificate Of Completion

Envelope Id: 3E50D905-D1A0-4A1C-97B5-30267C9B0BF0

Status: Completed

Subject: 30-00000-23-00080DW A002 Information Technology Professional Services - Xynergy Inc

Source Envelope:

Document Pages: 5

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 3

Yulastuti Wulandari

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

Yulastuti.Wulandari@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Yulastuti Wulandari

Location: DocuSign

12/30/2025 3:58:11 PM

Yulastuti.Wulandari@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Natalie Martinez

NM

Sent: 12/30/2025 4:03:22 PM

Natalie.Martinez1@gsd.nm.gov

Viewed: 12/31/2025 8:30:36 AM

Deputy Director

Signed: 12/31/2025 8:32:07 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

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

Using IP Address: 172.59.3.1

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Arijit Banerjee

Arijit Banerjee

Sent: 12/31/2025 8:32:09 AM

arijit@xynergy.com

Viewed: 12/31/2025 9:05:21 AM

CEO

Signed: 12/31/2025 9:05:59 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 69.136.216.29

Electronic Record and Signature Disclosure:

Accepted: 12/31/2025 9:05:21 AM

ID: 3492b1b1-3a50-4a72-8a2a-cf8655b0fb5d

Ann Marie Lucero

Ann Marie Lucero

Sent: 12/31/2025 9:06:00 AM

annmarie.lucero@tax.nm.gov

Viewed: 12/31/2025 9:25:12 AM

District Mgr.

Signed: 12/31/2025 9:26:21 AM

State of New Mexico Taxation and Revenue

Signature Adoption: Pre-selected Style

Signing Group: 33300 - CRS Verification

Using IP Address: 164.64.133.222

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

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 2:28:54 PM

ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910

Silvia O. Rodarte

Silvia O. Rodarte

Sent: 12/31/2025 9:26:23 AM

silvia.rodarte@doit.nm.gov

Viewed: 1/1/2026 9:03:42 PM

Chief Financial Officer

Signed: 1/1/2026 9:04:01 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 73.98.2.226

Electronic Record and Signature Disclosure:

Accepted: 10/7/2025 9:34:28 AM

ID: f0e7f47d-744f-4dc7-8eb2-a6ba7589e3e0

Signer Events	Signature	Timestamp
<p>EPMO DoIT epmo@doit.nm.gov DoIT Cabinet Secretary State of New Mexico, Dept of Information Technology Signing Group: 36100 - EPMO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/19/2023 3:10:28 PM ID: e00b03a4-ad65-4ad1-8658-6bae1fc1746e</p>	<p><i>EPMO</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 73.98.116.140</p>	<p>Sent: 1/1/2026 9:04:03 PM Viewed: 1/2/2026 2:52:10 PM Signed: 1/2/2026 2:52:16 PM</p>
<p>Jason Clack Jason.Clack@doit.nm.gov General Counsel DoIT Signing Group: 36100 - General Counsel Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/2/2024 10:42:31 AM ID: b05cd15d-ec9e-4243-938f-416518acd8d6</p>	<p><i>Jason Clack</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 104.255.19.3 Signed using mobile</p>	<p>Sent: 1/2/2026 2:52:18 PM Viewed: 1/2/2026 2:53:34 PM Signed: 1/2/2026 2:53:50 PM</p>
<p>Manny Barreras manny.barreras@doit.nm.gov Cabinet Secretary DoIT Signing Group: 36100 - Cabinet Secretary Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/9/2024 2:59:19 PM ID: 6f797ab3-c488-452b-9c9a-314ef00cedc7</p>	<p><i>Manny Barreras</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.136.0</p>	<p>Sent: 1/2/2026 2:53:53 PM Viewed: 1/5/2026 11:57:27 AM Signed: 1/5/2026 11:57:38 AM</p>
<p>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)</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c</p>	<p><i>Dorothy Mendonca</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10</p>	<p>Sent: 1/5/2026 11:57:40 AM Viewed: 1/5/2026 11:58:05 AM Signed: 1/5/2026 11:58:10 AM</p>
<p>Yulastuti Wulandari yulastuti.wulandari@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	<p><i>yw</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10</p>	<p>Sent: 1/5/2026 11:58:11 AM Viewed: 1/5/2026 3:14:00 PM Signed: 1/5/2026 3:14:05 PM</p>

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

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/30/2025 4:03:22 PM
Certified Delivered	Security Checked	1/5/2026 3:14:00 PM
Signing Complete	Security Checked	1/5/2026 3:14:05 PM
Completed	Security Checked	1/5/2026 3:14:05 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

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

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

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

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

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

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