



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

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Mariah Edwards
Phone: (703) 889-9734
Email: Mariah.Edwards@Carahsoft.com

Number: 80-000-18-00046AE

Amendment No.: Six

Term: May 10, 2018 – September 16, 2026

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

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: (505) 629-9525

Email: Vanessa.leblanc@gsd.nm.gov

Invoice:
As Requested at time of order

Title: Cloud Solutions

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

This amendment is issued to reflect the following effective immediately. Add authorized resellers to the Statewide Price Agreement. Please see updated reseller list attached.

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

Dorothy Mendonca

Dorothy Mendonca, New Mexico State Purchasing Agent

Date: 3/11/2024

State of New Mexico
 General Services Department
 Purchasing Division
 Statewide Price Agreement #: **80-000-18-00046AE**
 Amendment No.: **Six**

Page-2

0000051052
 Abba Technologies Inc.
 5301 Beverly Hills NE
 Albuquerque, NM 87113
 Contact: Ron Davis
 Phone: (505) 889-3337
 Email: ron.davis@abbatech.com

0000051498
 Advanced Network Management
 4001 Jefferson Place
 Albuquerque, NM 87109
 Contact: Klaus Mueller
 Phone: (505) 338-0642
 Email: klaus.mueller@anm.com

0000074720
 Ardham Technologies, Inc.
 5411 Jefferson St. NE, Suite 200
 Albuquerque, NM 87109
 Contact: Shay Daves
 Phone: (505) 872-9040
 Email: sdaves@ardham.com

0000099119
 Aquila, Inc.
 8401 Washington Place NE
 Albuquerque, NM 87113
 Contact: Traci Wilson
 Phone: (505) 338-8099
 Email: twilson@aquilagroup.com

0000125873
 Frontier Technology, LLC
 dba MicroAge
 15210 S. 50th Street, Suite 180
 Phoenix, AZ 85044
 Contact: Larry M Fulop
 Phone: 480-366-2074
 Email: Larry.fulop@microage.com

0000041778
 Mainline Information Systems, Inc.
 1700 Summit Lake Dr.
 Tallahassee, FL 32317
 Contact: Jay West
 Phone: (301) 913-9581
 Email: jay.west@mainline.com

0000136255
 One Technology Corporation
 10940 S. Parker Rd. 703
 Parker, CO 80138
 Contact: Mat Brown
 Phone: (303) 249-5240
 Email: MBrown@One-Technology.com

0000056184
 PC Specialist Inc. dba Technology
 Integration Group (TIG)
 10620 Treena Street, Suite 300
 San Diego, CA 92131
 Contact: Ed Tagalog
 Phone: 858-566-1900 x4232
 Email:
 Ed.Tagalog@convergetp.com

000010388
 SHI International Corp.
 290 Davidson Avenue
 Somerset, NJ 08873
 Contact: Denise Collison
 Phone: (908) 884-1389
 Email: Denise_Collison@shi.com

0000107069
 Valcom Salt Lake City, LC
 dba VLCM
 852 E Arrowhead LN
 Salt Lake City, UT 84107
 Contact: Dave Newman
 Phone: (801) 716-4428
 Email: dnewman@vlcm.com

0000009389
 Woolpert, Inc.
 PO Box 714874
 Cincinnati, OH 45271
 Contact: Jon Downey
 Phone: (937) 531-1409
 Email:
 Jon.Downey@woolpert.com

0000107092
 World Wide Technology LLC
 1 World Wide Way
 Saint Louis, MO 63146
 Contact: Carol Harting
 Phone: (314) 995-6103
 Email: carol.harting@wwt.com

Certificate Of Completion

Envelope Id: 8E53CA3C23E44EFABB0D5FC2BD0177ED	Status: Completed
Subject: Please DocuSign: 80-000-18-00046AE A006	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Vanessa LeBlanc
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Vanessa.LeBlanc@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Vanessa LeBlanc	Location: DocuSign
3/11/2024 2:00:57 PM	Vanessa.LeBlanc@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra		Sent: 3/11/2024 2:02:18 PM
Michael.Saavedra@gsd.nm.gov		Viewed: 3/11/2024 2:30:05 PM
IT and Const. Bureau Chief		Signed: 3/11/2024 2:30:12 PM
New Mexico General Services		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 164.64.62.10	

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

Vanessa LeBlanc		Sent: 3/11/2024 2:30:13 PM
vanessa.leblanc@gsd.nm.gov		Viewed: 3/11/2024 2:36:50 PM
Bureau Chief		Signed: 3/11/2024 2:36:53 PM
New Mexico General Services		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Accepted: 6/2/2020 7:02:26 AM
 ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Dorothy Mendonca		Sent: 3/11/2024 2:36:54 PM
dorothy.mendonca@gsd.nm.gov		Viewed: 3/11/2024 2:39:43 PM
SPD Division Director / State Purchasing Agent		Signed: 3/11/2024 2:39:49 PM
General Services Department		
Signing Group: 35000 - State Purchasing Agent	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	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

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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Signing Complete	Security Checked	3/11/2024 2:39:49 PM
Completed	Security Checked	3/11/2024 2:39:49 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.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Mariah Edwards
Phone: (703) 889-9734
Email: Mariah.Edwards@Carahsoft.com

Number: 80-000-18-00046AE

Amendment No.: Five

Term: May 10, 2018 – September 16, 2026

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

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: (505) 629-9525

Email: Vanessa.leblanc@gsd.nm.gov

Invoice:
As Requested at time of order

Title: **Cloud Solutions**

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

This amendment is issued to reflect the following effective immediately. Add authorized resellers to the Statewide Price Agreement. Please see updated reseller list attached.

Update Awarded vendor contact information

From:
Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500

To:
Contacts: Mariah Edwards
Phone: (703) 889-9734
Email: Mariah.Edwards@Carahsoft.com

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: 7/13/2023

Dorothy Mendonca, New Mexico State Purchasing Agent

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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 80-000-18-00046AE
Amendment No.: Five

Page-2

0000051052
Abba Technologies Inc.
5301 Beverly Hills NE
Albuquerque, NM 87113
Contact: Ron Davis
Phone: (505) 889-3337
Email: ron.davis@abbatech.com

0000051498
Advanced Network Management
4001 Jefferson Place
Albuquerque, NM 87109
Contact: Klaus Mueller
Phone: (505) 338-0642
Email: klaus.mueller@anm.com

0000099119
Aquila, Inc.
8401 Washington Place NE
Albuquerque, NM 87113
Contact: Traci Wilson
Phone: (505) 338-8099
Email: twilson@aquilagroup.com

0000041778
Mainline Information Systems, Inc.
1700 Summit Lake Dr.
Tallahassee, FL 32317
Contact: Jay West
Phone: (301) 913-9581
Email: jay.west@mainline.com

0000136255
One Technology Corporation
10940 S. Parker Rd. 703
Parker, CO 80138
Contact: Nick Straiter
Phone: (720) 202-2035
Email: nstraiter@one-
technology.com

000010388
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
Contact: Denise Collison
Phone: (908) 884-1389
Email: Denise_Collison@shi.com

0000107069
Valcom Salt Lake City, LC
dba VLCM
852 E Arrowhead LN
Salt Lake City, UT 84107
Contact: Dave Newman
Phone: (801) 716-4428
Email: dnewman@vlcm.com

Certificate Of Completion

Envelope Id: 11F5AD6F8D4F4C619F6B0934018411E8	Status: Completed
Subject: Please DocuSign: 80-000-18-00046AE A005	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Vanessa LeBlanc
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Vanessa.LeBlanc@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Vanessa LeBlanc	Location: DocuSign
7/13/2023 7:06:32 AM	Vanessa.LeBlanc@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signature	Timestamp
Natalie Martinez Natalie.Martinez1@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	Sent: 7/13/2023 7:07:38 AM Viewed: 7/13/2023 8:03:16 AM Signed: 7/13/2023 8:03:19 AM
<i>ML</i>	
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	<i>VL</i>	Sent: 7/13/2023 8:03:20 AM Viewed: 7/13/2023 8:05:46 AM Signed: 7/13/2023 8:05:49 AM
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

Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	<i>Valerie Paulk</i>	Sent: 7/13/2023 8:05:50 AM Viewed: 7/13/2023 8:10:32 AM Signed: 7/13/2023 8:10:44 AM
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
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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	7/13/2023 7:07:38 AM
Certified Delivered	Security Checked	7/13/2023 8:10:32 AM
Signing Complete	Security Checked	7/13/2023 8:10:44 AM
Completed	Security Checked	7/13/2023 8:10:44 AM

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.

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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:

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

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<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

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500

Number: 80-000-18-00046AE

Amendment No.: Four

Term: May 10, 2018 – September 16, 2026

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

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: (505) 629-9525

Email: Vanessa.leblanc@gsd.nm.gov

Invoice:
As Requested at time of order

Title: **Cloud Solutions**

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

This amendment is issued to reflect the following effective immediately. Add the following resellers to the Statewide Price Agreement:

0000051498
Advanced Network Management
4001 Jefferson Plaze
Albuquerque, NM 87109

000010388
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

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: 3/28/2023

New Mexico State Purchasing Agent

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

Certificate Of Completion

Envelope Id: 0003C1C52A914309B836DFF3D5407BF7	Status: Completed
Subject: Please DocuSign: 80-000-18-00046AE A004	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Vanessa LeBlanc
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Vanessa.LeBlanc@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Vanessa LeBlanc	Location: DocuSign
3/28/2023 12:42:51 PM	Vanessa.LeBlanc@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra	<i>MS</i>	Sent: 3/28/2023 12:45:30 PM
Michael.Saavedra@gsd.nm.gov		Viewed: 3/28/2023 12:45:59 PM
New Mexico General Services		Signed: 3/28/2023 12:46:14 PM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:
 Accepted: 6/4/2020 11:04:51 AM
 ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Vanessa LeBlanc	<i>VL</i>	Sent: 3/28/2023 12:46:15 PM
vanessa.leblanc@gsd.nm.gov		Viewed: 3/28/2023 12:46:58 PM
New Mexico General Services		Signed: 3/28/2023 12:47:02 PM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:
 Accepted: 6/2/2020 7:02:26 AM
 ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Valerie Paulk	<i>Valerie Paulk</i>	Sent: 3/28/2023 12:47:03 PM
valerie.paulk@gsd.nm.gov		Viewed: 3/28/2023 12:48:19 PM
Signed of Behalf of State Purchasing Agent		Signed: 3/28/2023 12:48:36 PM
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
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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	3/28/2023 12:45:30 PM
Certified Delivered	Security Checked	3/28/2023 12:48:19 PM
Signing Complete	Security Checked	3/28/2023 12:48:36 PM
Completed	Security Checked	3/28/2023 12:48:36 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.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500

Price Agreement Number: **80-000-18-00046AE**

Price Agreement Amendment No.: **Three**

Term: **May 10, 2018 – September 16, 2026**

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

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

Invoice:
As Requested at time of order

Title: **Cloud Solutions**

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

This amendment is issued to reflect the following effective immediately:

Add the following Approved Reseller to the Statewide Price Agreement

0000051052
Abba Technologies Inc.
5301 Beverly Hills NE
Albuquerque, NM 87113
(505) 889-3337

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 Pauk for
New Mexico State Purchasing Agent

Date: 4/9/2020



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500

Price Agreement Number: 80-000-18-00046AE

Price Agreement Amendment No.: Two

Term: May 10, 2018 – September 16, 2026

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

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Email: debras.saiz@state.nm.us

Invoice:
As Requested at time of order

Title: **Cloud Solutions**

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

This amendment is issued to reflect the following effective immediately:

Remove Article 5.2 Employee Pay Equity Reporting Requirement from the Price Agreement. This is no longer a requirement of the State.

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

New Mexico State Purchasing Agent

Date: 12/19/2019



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contact: Jack Dixon at 703-230-7545 or
Bethany Blackwell at 703-871-8500

Price Agreement Number: **80-000-18-00046AE**

Price Agreement Amendment No.: **One**

Term: **May 10, 2018 - September 16, 2026**

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

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Email: debras.saiz@state.nm.us

Invoice:
As Requested at time of order

Title: **Cloud Solutions**

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

This amendment is issued to reflect the following effective immediately:

Please go to the following website for the Master Agreement, Price Catalog, Amendments and any other relevant information pertaining to this Agreement:

<https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/>

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

New Mexico State Purchasing Agent

Date: 09/11/2019

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

nm



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Contractor

0000060016

**Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190**

**Contact: Jack Dixon at 703-230-7545 or
Bethany Blackwell at 703-871-8500**

Price Agreement Number: **80-00018-00046AE**

Payment Terms: **Net 30**

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

Delivery: **See Contract**

Ship To:

**New Mexico Department of Information Technology
715 Alta Vista Street
Santa Fe, NM 87505**

Procurement Specialist: **Debra Saiz**

Telephone No.: **505-827-0521**

Invoice:

As Requested

Title: **Cloud Solutions**

Term: **May 10, 2018 through September 16, 2026**

This Price Agreement is made subject to the "terms and conditions" shown on the attached pages as indicated in this Statewide Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 05/10/2018



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

NM Statewide Price Agreement No. 80-000-18-00046AE

Master Agreement #: AR2472

Contractor: **CARASOFT TECHNOLOGY CORPORATION**

Participating Entity: **STATE OF NEW MEXICO**

New Mexico Vendor ID# 0000060016

The following products or services are included in this contract portfolio:

Awarded Category – PaaS, IaaS and SaaS

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** led by the State of *Utah* for use by state agencies and other entities located in the Participating State [*or State Entity*] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the **State of New Mexico**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bethany Blackwell
Address:	1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
Telephone:	703-871-8500
Fax:	703-871-8505
Email:	NASPO@carahsoft.com



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

NM Statewide Price Agreement No. 80-000-18-00046AE

Participating Entity

Name:	Debra Saiz
Address:	1100 S. Saint Francis Drive, Santa Fe, Nm 87505
Telephone:	505-827-0521
Fax:	
Email:	DebraS.Saiz@state.nm.us

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

5.1 Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the State Purchasing Agent and end on **September 16, 2026** unless the agreement is extended or terminated early with the Terms and Conditions of this Contract. The agency reserves the right to amend the contract as necessary to serve the best interest of the State and not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

5.2 Employee Pay Equity Reporting:

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

5.3 Indemnification:

The Contractor shall defend, indemnify and hold harmless the State and Participating Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Participating Addendum.

Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless the State of New Mexico along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- Specified by the Contractor to work with the Product; or

- Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- It would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Participating Addendum or in any other document executed in conjunction with this Participating Addendum.

5.4 Insurance:

Contractor shall, during the term of this Participating Addendum, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Participating Addendum's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- (1). Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal industry (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate.
- (2). Property Coverage at an amount commensurate with the value of the Participating Entity's property in the care, custody or control of the Contractor.

(3). Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Participating Addendum and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

Contractor shall furnish to the Lead State, Participating Entity, and on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the State, result in this Participating Addendum's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Participating Addendum or any Purchase Order.

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

NM Statewide Price Agreement No. 80-000-18-00046AE

5.5 Applicable Law:

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

5.6 New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number.

The Quarters are as follows.

Period End:	September 30	December 31	March 31	June 30
Report Due:	October 31	January 30	April 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Submit only one payment and one report for each quarter; do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division." This contract number **80-000-18-00046AE** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

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

Sample Reports can be found at:

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

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

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

5.7 Distributors; Sub-Contractors or Authorized Dealers:

The Contractor may utilize distributors; however, the contractual agreement resulting from this Participating Addendum shall specify the primary Contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the State.

Additionally, the Contractor must receive approval in writing, from New Mexico's State Purchasing Agent before any distributor is used during the term of this agreement.

Distributors are classified as follows, and their role shall be specified in the Contractor's request for approval.

Contractor authorized resellers:

- Contract authorized resellers shall provide quotes, accept purchase order, and accept payment from entities ordering under this Participating Addendum.
- Authorizes resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.
- All purchase documents to authorized resellers shall reference the participating addendum number and PRIMARY CONTRACTOR as the contractor.

Contractor authorized subcontractors:

- Contractor authorized subcontractors are authorized to provide quotes, sales assistance, configuration guidance and ordering support for services available under this Participating Addendum.
- **Contractor authorized subcontractors ARE NOT authorized to accept orders, purchase orders or payments from entities ordering under this Participating Addendum.**

5.8 Records Administration and Audit:

Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, which is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

6. Orders:

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

NM Statewide Price Agreement No. 80-000-18-00046AE

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: STATE OF NEW MEXICO	Contractor: Carahsoft Technology Corporation
Signature: 	Signature: 
Name: Lawrence O. Maxwell	Name: Kristina Smith
Title: New Mexico State Purchasing Director	Title: Contracts Manager
Date: <u>5/10/18</u>	Date: May 10, 2018

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.