



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

Statewide Price Agreement Amendment

Awarded Vendor:

0000117280

Hewlett Packard Enterprise Company

6280 America Center Drive

San Jose, CA 95002

Contact: Nancy Schwarz

Email: Nancy.schwarz@hpe.com

Telephone No.: (480) 636-0267

Number: **80-000-18-00046BB**

Amendment No.: **Five**

Term: **August 22, 2020 – January 13, 2027**

Ship To:

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

Procurement Specialist: **Theresa Mendibles** *tam*

Telephone No.: **(505) 795-1894**

Email: **theresa.mendibles@gsd.nm.gov**

Invoice:

As Requested

Title: **Cloud Solutions**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 15, 2026 to January 13, 2027 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 9/22/2026

Certificate Of Completion

Envelope Id: 093E98A6-0911-8623-8275-17EBA16C9DDD

Subject: Please DocuSign: 80-000-18-00046BB A005

Source Envelope:

Document Pages: 1

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator:

Theresa Mendibles

1100 S Saint Francis Dr

Santa Fe, NM 87502

Theresa.Mendibles@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

9/18/2026 5:29:24 PM

Security Appliance Status: Connected

Holder: Theresa Mendibles

Theresa.Mendibles@gsd.nm.gov

Pool: StateLocal

Location: DocuSign

Signer Events

John Moya

john.moya@gsd.nm.gov

IT Senior Manager, Procurement

Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Timestamp

Sent: 9/18/2026 5:31:23 PM

Viewed: 9/21/2026 8:18:05 AM

Signed: 9/21/2026 8:18:30 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Theresa Mendibles

theresa.mendibles@gsd.nm.gov

GSD IT PROCUREMENT SPECIALIST

New Mexico General Services

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 9/21/2026 8:18:31 AM

Viewed: 9/21/2026 9:37:11 AM

Signed: 9/21/2026 9:37:25 AM

Electronic Record and Signature Disclosure:

Accepted: 6/1/2020 5:55:33 PM

ID: a1931c7b-74ec-4e14-aa46-8324a6999adc

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), Login with SSO

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 9/21/2026 9:37:28 AM

Resent: 9/21/2026 3:21:38 PM

Viewed: 9/22/2026 6:56:13 AM

Signed: 9/22/2026 6:56:23 AM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/18/2026 5:31:23 PM
Certified Delivered	Security Checked	9/22/2026 6:56:13 AM
Signing Complete	Security Checked	9/22/2026 6:56:23 AM
Completed	Security Checked	9/22/2026 6:56:23 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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



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

Statewide Price Agreement Amendment

Awarded Vendor
0000117280
Hewlett Packard Enterprise Company
6280 America Center Drive
San Jose, CA 95002

Contact: Nancy Schwarz
Email: Nancy.schwarz@hpe.com
Telephone No.: (480) 636-0267

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

Invoice:
As Requested at time of order

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

NASPO Master Agreement No.: **AR3104**

Amendment No.: **Four**

Term: **April 22, 2020 – September 15, 2026**

NASPO Link:
<https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/hewlett-packard-enterprise-company/>

Procurement Specialist: **Theresa Mendibles**

Telephone No.: **(505) 795-1894**

Email: **theresa.mendibles@gsd.nm.gov**

tam

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 Reseller to the Price Agreement:

0000010388
SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Contact: Pamela Wilkinson
Email: pamela.wilkinson@shi.com
Phone: 888-764-8888

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
New Mexico State Purchasing Agent

Date: **2/11/2025**

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

ms

Certificate Of Completion

Envelope Id: 95B49A13-787E-44CB-9818-9994B3702629

Status: Completed

Subject: Please DocuSign: 80-000-18-00046BB A004

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Theresa Mendibles

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

Theresa.Mendibles@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Theresa Mendibles

Location: DocuSign

2/11/2025 10:24:24 AM

Theresa.Mendibles@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: DocuSign

Signer Events

Signature

Timestamp

Michael Saavedra

Michael.Saavedra@gsd.nm.gov

IT and Const. Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 2/11/2025 10:38:31 AM

Viewed: 2/11/2025 10:48:54 AM

Signed: 2/11/2025 11:26:13 AM

Electronic Record and Signature Disclosure:

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

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

Theresa Mendibles

theresa.mendibles@gsd.nm.gov

GSD IT PROCUREMENT SPECIALIST

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 2/11/2025 11:26:14 AM

Viewed: 2/11/2025 12:37:16 PM

Signed: 2/11/2025 12:37:24 PM

Electronic Record and Signature Disclosure:

Accepted: 6/1/2020 5:55:33 PM

ID: a1931c7b-74ec-4e14-aa46-8324a6999adc

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)

Signature Adoption: Pre-selected Style

Using IP Address: 174.205.162.5

Signed using mobile

Sent: 2/11/2025 12:37:26 PM

Viewed: 2/11/2025 12:45:41 PM

Signed: 2/11/2025 12:45:57 PM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/11/2025 10:38:31 AM
Certified Delivered	Security Checked	2/11/2025 12:45:41 PM
Signing Complete	Security Checked	2/11/2025 12:45:57 PM
Completed	Security Checked	2/11/2025 12:45:57 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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C. Withdrawing your consent

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D. Consequences of changing your mind

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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.

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G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

(2) Send SPD an email to GSD.SPDinfo@state.nm.us 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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K. Acknowledging your access and consent to receive and sign documents electronically

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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
0000117280
Hewlett Packard Enterprise Company
6280 America Center Drive
San Jose, CA 95002

Contact: Nancy Schwarz
Email: Nancy.schwarz@hpe.com
Telephone No.: (480) 636-0267

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

Invoice:
As Requested at time of order

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

NASPO Master Agreement No.: **AR3104**

Amendment No.: **Three**

Term: **April 22, 2020 – September 15, 2026**

NASPO Link:

<https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/hewlett-packard-enterprise-company/>

Procurement Specialist: **Vanessa LeBlanc** *VL*

Telephone No.: **(505) 629-9525**

Email: **Vanessa.LeBlanc@state.nm.us**

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 attached Authorized Resellers to the Price Agreement

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

New Mexico State Purchasing Agent

Date: 3/3/2023

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

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

Page-2

0000074720

Ardham Technologies, Inc.
5411 Jefferson St. N, Ste. 200
Albuquerque, NM 87109
Contact: Nicole Abreau
Email: nicole@ardham.com
Phone: 505-872-9040

0000120260

Westwind Computer Products, Inc.
5655 Jefferson St. NE Ste. B
Albuquerque, NM 87109
Contact: Lupe Montoya
Email: lupe@wwcpinc.com
Phone: 505-345-4720

Certificate Of Completion

Envelope Id: FC57A662C448440F8B2F8C0AB2AF946A

Status: Completed

Subject: Please Sign with DocuSign: 80-000-18-00046BB A003

Source Envelope:

Document Pages: 2

Signatures: 1

Certificate Pages: 5

Initials: 2

AutoNav: Enabled

Envelope Stamping: Enabled

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

Envelope Originator:

Vanessa LeBlanc

1100 S Saint Francis Dr

Santa Fe, NM 87502

Vanessa.LeBlanc@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Vanessa LeBlanc

Location: DocuSign

3/3/2023 11:36:02 AM

Vanessa.LeBlanc@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Michael Saavedra



Sent: 3/3/2023 11:37:50 AM

Michael.Saavedra@gsd.nm.gov

Viewed: 3/3/2023 11:40:54 AM

New Mexico General Services

Signed: 3/3/2023 11:41:06 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 67.131.78.33

Electronic Record and Signature Disclosure:

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

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

Vanessa LeBlanc



Sent: 3/3/2023 11:41:09 AM

vanessa.leblanc@gsd.nm.gov

Viewed: 3/3/2023 11:49:56 AM

New Mexico General Services

Signed: 3/3/2023 11:49:58 AM

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



Sent: 3/3/2023 11:50:00 AM

valerie.paulk@gsd.nm.gov

Viewed: 3/3/2023 11:52:01 AM

Signed of Behalf of State Purchasing Agent

Signed: 3/3/2023 11:52:26 AM

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Signature Adoption: Pre-selected Style

Using IP Address: 67.0.204.48

Security Level: Email, Account Authentication
(None)

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/3/2023 11:37:50 AM
Certified Delivered	Security Checked	3/3/2023 11:52:01 AM
Signing Complete	Security Checked	3/3/2023 11:52:26 AM
Completed	Security Checked	3/3/2023 11:52:26 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

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



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

Statewide Price Agreement Amendment

Awarded Vendor
0000117280
Hewlett Packard Enterprise Company
6280 America Center Drive
San Jose, CA 95002

Contact: Nancy Schwarz
Email: Nancy.schwarz@hpe.com
Telephone No.: (480) 636-0267

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

Invoice:
As Requested at time of order

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

NASPO Master Agreement No.: **AR3104**

Amendment No.: **Two**

Term: **April 22, 2020 – September 15, 2026**

NASPO Link:
<https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/hewlett-packard-enterprise-company/>

Procurement Specialist: **Vanessa LeBlanc** *VL*

Telephone No.: **(505) 629-9525**

Email: **Vanessa.LeBlanc@state.nm.us**

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 attached Authorized Resellers to the Price Agreement

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

Mark Hayden, New Mexico State Purchasing Agent

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

Date: 5/9/2022

JDZ

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

Page-2

0000051498

Advanced Network Management (ANM)

4001 Jefferson Plaza NE

Albuquerque, NM 87109

Contact: Matt Elliott

Email: matt.elliott@anm.com

Phone: (505) 328-5802

0000086765

IT1 Source LLC

180 W University Drive

Tempe, AZ 85281

Contact: James Haviland

Email: james.haviland@it1.com

Phone: (602) 820-8105

Certificate Of Completion

Envelope Id: 5903815114A34151B6581E127B4A56F8

Status: Completed

Subject: Please DocuSign: 80-000-18-00046BB A002

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Vanessa LeBlanc

AutoNav: Enabled

13 Bataan Blvd

Enveloped Stamping: Enabled

Santa Fe, NM 87508

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

Vanessa.LeBlanc@state.nm.us

IP Address: 71.228.97.89

Record Tracking

Status: Original

Holder: Vanessa LeBlanc

Location: DocuSign

5/9/2022 10:11:00 AM

Vanessa.LeBlanc@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Travis Dutton- Leyda



Sent: 5/9/2022 10:12:14 AM

Travis.Dutton-Leyda@state.nm.us

Viewed: 5/9/2022 10:13:20 AM

IT & Construction Bureau Chief

Signed: 5/9/2022 10:13:29 AM

New Mexico General Services, State Purchasing
Division

Signature Adoption: Pre-selected Style

Signed by link sent to

Security Level: Email, Account Authentication
(None)

Travis.Dutton-Leyda@state.nm.us

Using IP Address: 73.127.219.222

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Vanessa LeBlanc



Sent: 5/9/2022 10:13:31 AM

vanessa.leblanc@state.nm.us

Viewed: 5/9/2022 10:15:03 AM

New Mexico General Services

Signed: 5/9/2022 10:15:05 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to vanessa.leblanc@state.nm.us

Using IP Address: 71.228.97.89

Electronic Record and Signature Disclosure:

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

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

Valerie Paulk



Sent: 5/9/2022 10:15:06 AM

valerie.paulk@state.nm.us

Viewed: 5/9/2022 10:22:18 AM

Signed of Behalf of State Purchasing Agent

Signed: 5/9/2022 10:22:33 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

Signed by link sent to valerie.paulk@state.nm.us

Security Level: Email, Account Authentication
(None)

Using IP Address: 67.0.255.220

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/9/2022 10:12:14 AM
Certified Delivered	Security Checked	5/9/2022 10:22:18 AM
Signing Complete	Security Checked	5/9/2022 10:22:33 AM
Completed	Security Checked	5/9/2022 10:22:33 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

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

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

F. How to contact GSD:

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G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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I. To withdraw your consent with SPD

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

J. Required hardware and software

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

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- 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
0000117280
Hewlett Packard Enterprise Company
6280 America Center Drive
San Jose, CA 95002

Contact: Nancy Schwarz
Email: Nancy.schwarz@hpe.com
Telephone No.: (480) 636-0267

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

Invoice:
As Requested at time of order

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

NASPO Master Agreement No.: **AR3104**

Amendment No.: **One**

Term: **April 22, 2020 – September 15, 2026**

NASPO Link:
<https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/hewlett-packard-enterprise-company/>

Procurement Specialist: **Vanessa LeBlanc** *VL*

Telephone No.: **(505) 827-0266**

Email: **Vanessa.LeBlanc@state.nm.us**

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 attached Authorized Resellers to the Price Agreement

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
Mark Hayden, New Mexico State Purchasing Agent

Date: 10/7/2020

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

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

Page-2

0000051052
Abba Technologies, Inc.
5301 Beverly Hills NE
Albuquerque, NM 87113

0000138866
Consilant Technologies LLC
15375 Barranca Parkway A108
Irvine, CA 92618

0000142012
Milestone Computer Technology Inc.
314 Wilcox St. Suite 101
Castle Rock, CO 80104

0000097058
Riverside Technologies, Inc.
748 N. 109th Court
Omaha, NE 68154

0000107069
Valcom Salt Lake City, LC
852 E. Arrowhead LN
Salt Lake City, UT 84107

0000107092
World Wide Technology, LLC
PO Box 957653
St. Louis, MO 63195

Certificate Of Completion

Envelope Id: EC7F1860A111454ABCE523F25FD8FECD	Status: Completed
Subject: Please DocuSign: SPD SPA	
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)	13 Bataan Blvd
	Santa Fe, NM 87508
	Vanessa.LeBlanc@state.nm.us
	IP Address: 174.56.0.198

Record Tracking

Status: Original	Holder: Vanessa LeBlanc	Location: DocuSign
10/7/2020 7:13:40 AM	Vanessa.LeBlanc@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico	Location: DocuSign
	GSD-SPD	

Signer Events

Signature	Timestamp
Vanessa LeBlanc	Sent: 10/7/2020 7:14:33 AM
vanessa.leblanc@state.nm.us	Viewed: 10/7/2020 7:14:40 AM
New Mexico General Services	Signed: 10/7/2020 7:14:48 AM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 174.56.0.198	

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM
ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Travis Dutton-Leyda		Sent: 10/7/2020 7:14:49 AM
Travis.Dutton-Leyda@state.nm.us		Viewed: 10/7/2020 7:31:28 AM
IT & Construction Bureau Chief		Signed: 10/7/2020 7:31:39 AM
New Mexico General Services, State Purchasing Division		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 67.164.144.62	
	Signed using mobile	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk		Sent: 10/7/2020 7:31:41 AM
valerie.paulk@state.nm.us		Viewed: 10/7/2020 7:32:33 AM
State Purchasing Agent		Signed: 10/7/2020 7:32:57 AM
New Mexico General Services		
Signing Group: 35000 - State Purchasing Agent	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 174.237.139.252	
	Signed using mobile	

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2020 7:31:42 AM
Certified Delivered	Security Checked	10/7/2020 7:32:33 AM
Signing Complete	Security Checked	10/7/2020 7:32:57 AM
Completed	Security Checked	10/7/2020 7:32:57 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

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G. To advise SPD of your new email address

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H. To request paper copies from SPD

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

(2) Send SPD an email to GSD.SPDinfo@state.nm.us 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>

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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

Statewide Price Agreement Cover Page

Awarded Vendor**0000117280****Hewlett Packard Enterprise Company****6280 America Center Drive****San Jose, CA 95002****Contact: Nancy Schwarz****Email: Nancy.schwarz@hpe.com****Telephone No.: (480) 636-0267**Price Agreement Number: **80-000-18-00046BB**Payment Terms: **Net 30**F.O.B.: **Destination**Delivery: **As Requested****Ship To:****All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**Procurement Specialist: **Vanessa LeBlanc**Telephone No.: **(505) 827-0266**Email: **Vanessa.LeBlanc@state.nm.us****Invoice:****As Requested****Title: Cloud Solutions****Term: April 22, 2020 thru September 15, 2026****This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on the attached Participating Addendum.**

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Master Agreement #: AR3104

Statewide Price Agreement #80-000-18-00046BB

Contractor: **HEWLETT PACKARD ENTERPRISE COMPANY**

Participating Entity: **STATE OF NEW MEXICO**

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

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

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 of *New Mexico* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This Addendum to the 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:	Nancy Schwarz
Address:	6280 America Center Drive, San Jose, CA 95002
Telephone:	480-636-0267
Email:	Nancy.schwarz@hpe.com

Participating Entity

Name:	Mark Hayden, State Purchasing Agent
Address:	1100 St. Francis Drive, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	Mark.Hayden@state.nm.us

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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.

6. Taxes:

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

In accordance with Chapter 7 NMSA 1978.

7. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on **September 16, 2024**. The State Purchasing Division reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978 §13-1-150.

8. Termination:

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state

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what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

9. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

10. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other

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remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

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

11. Amendment:

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

12. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

13. 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.

14. Notices:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Mark Hayden, State Purchasing Agent

State Purchasing Division

1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505

To the Contractor:

Nancy Schwarz

6280 America Center Drive, San Jose, CA 95002

480-636-0267

Nancy.schwarz@hpe.com

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15. New Mexico Employees Health Coverage:

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

Required by NM Executive Order 2007-049

16. Assignment:

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency, which will not be unreasonably withheld.

17. Subcontracting:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

18. 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.

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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.

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 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. Only submit 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 **80-000-18-00046BB** 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.

19. Subcontractors: Contractor and Fulfillment Partners authorized in the State of *New Mexico*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in this Addendum to the NASPO ValuePoint Master Agreement. The Contractor's Fulfillment Partner participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
20. 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.

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

Participating Entity: New Mexico	Contractor: Hewlett Packard Enterprise
Signature: Valerie Paulk	Signature: [Signature]
Name: Mark Hayden	Name: Chris Backes
Title: State Purchasing Agent	Title: Sr. Contract Negotiator
Date: 4/24/2020	Date: 04/17/2020

For questions on executing a participating addendum, please contact:

NASPO ValuePoint: info@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.

Certificate Of Completion

Envelope Id: F2CA1A2FD4084413A0C8D86C81D002E7

Status: Completed

Subject: Please Sign: 80-000-18-00046BB PA

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Travis Dutton-Leyda

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

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

travis.dutton-leyda@state.nm.us

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Travis Dutton-Leyda

Location: DocuSign

4/24/2020 9:37:40 AM

travis.dutton-leyda@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO State of New Mexico
GSD-SPD

Location: DocuSign

Signer Events

Signature

Timestamp

Travis Dutton-Leyda

Completed

Sent: 4/24/2020 9:40:32 AM

travis.dutton-leyda@state.nm.us

Viewed: 4/24/2020 9:40:46 AM

IT & Construction Bureau Chief

Using IP Address: 164.64.62.10

Signed: 4/24/2020 9:41:27 AM

New Mexico General Services, State Purchasing
Division

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Valerie Paulk

Valerie Paulk

Sent: 4/24/2020 9:41:30 AM

valerie.paulk@state.nm.us

Viewed: 4/24/2020 10:09:57 AM

Security Level: Email, Account Authentication
(None)

Signed: 4/24/2020 10:11:28 AM

Signature Adoption: Pre-selected Style

Using IP Address: 75.161.138.190

Electronic Record and Signature Disclosure:
Accepted: 4/24/2020 10:09:57 AM
ID: 3c325d73-a55b-4cfd-8f16-230c91c13b0c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/24/2020 9:41:30 AM
Certified Delivered	Security Checked	4/24/2020 10:09:57 AM
Signing Complete	Security Checked	4/24/2020 10:11:28 AM
Completed	Security Checked	4/24/2020 10:11:28 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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