



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000044910
Cisco Systems Inc.
170 West Tasman Drive
San Jose, CA 95134

Contact: Gigi Feril
Email: nvp-help@cisco.com
Telephone No.: (408) 424-0712

Number: 00-00000-20-00104AB

Amendment No.: Two

Term: May 19, 2022 - September 30, 2026

NASPO Value Point Link:
<https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/cisco-systems-inc/>

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

Procurement Specialist: Andric Fisher ^{A7}

Telephone No.: (505) 819-7052

Email: andric.fisher@gsd.nm.gov

Invoice:
As Requested

Title: **Data Communication Products & Services**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 1, 2024 to September 30, 2026 at the same price, terms and conditions

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

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 9/18/2024


Certificate Of Completion

Envelope Id: 7BE3D322E1C3404FA70CD7621A420314	Status: Completed
Subject: Please DocuSign: 00-00000-20-00104AB	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Andric Fisher
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	andric.fisher@gsd.nm.gov
	IP Address: 164.64.62.10


Record Tracking

Status: Original	Holder: Andric Fisher	Location: DocuSign
9/17/2024 10:36:50 AM	andric.fisher@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra		Sent: 9/17/2024 10:46:04 AM
Michael.Saavedra@gsd.nm.gov		Resent: 9/17/2024 11:01:35 AM
IT and Const. Bureau Chief		Viewed: 9/17/2024 11:14:22 AM
New Mexico General Services		Signed: 9/17/2024 11:14:29 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: 6/4/2020 11:04:51 AM
 ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Andric Fisher		Sent: 9/17/2024 11:14:31 AM
andric.fisher@gsd.nm.gov		Viewed: 9/17/2024 11:17:53 AM
IT Procurement Specialist		Signed: 9/17/2024 11:17:56 AM
GSD/SPD		
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Dorothy Mendonca		Sent: 9/17/2024 11:17:57 AM
dorothy.mendonca@gsd.nm.gov		Viewed: 9/18/2024 8:12:28 AM
SPD Division Director / State Purchasing Agent		Signed: 9/18/2024 8:12:59 AM
General Services Department		
Signing Group: 35000 - State Purchasing Agent		Signature Adoption: Pre-selected Style Using IP Address: 174.218.16.85

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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Envelope Sent	Hashed/Encrypted	9/17/2024 10:46:04 AM
Envelope Updated	Security Checked	9/17/2024 11:01:25 AM
Envelope Updated	Security Checked	9/17/2024 11:01:25 AM
Envelope Updated	Security Checked	9/17/2024 11:01:25 AM
Envelope Updated	Security Checked	9/17/2024 11:01:25 AM
Certified Delivered	Security Checked	9/18/2024 8:12:28 AM
Signing Complete	Security Checked	9/18/2024 8:12:59 AM
Completed	Security Checked	9/18/2024 8:12:59 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.

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:
0000044910
Cisco Systems Inc.
170 West Tasman Drive
San Jose, CA 95134

Contact: Gigi Feril
Email: nvp-help@cisco.com
Telephone No.: (408) 424-0712

Price Agreement Number: 00-00000-20-00104AB

Amendment No.: One

Term: May 19, 2022 - September 30, 2024

NASPO ValuePoint Link:
<https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/cisco-systems-inc/>

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@state.nm.us

Invoice:
As Requested

Title: Data Communication Products & Services

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 Statewide 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: 6/24/2022

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

JDZ

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement #: **00-00000-20-00104AB** Price Agreement Amendment No.: **One**

Page-2

Updated List of Authorized Resellers

<p>0000051498 Advanced Network Management, Inc. 4001 Jefferson Plaza NE Albuquerque, NM 87109 Contact: Mark Harmon Phone: (720) 440-6323 Email: Mark.Harmon@anm.com</p>	<p>0000015018 ConvergeOne, Inc. 10900 Nesbitt Avenue South Bloomington, MN 55437 Contact: Jennifer Hilgreen Phone: (212) 613-1055 Email: team_psc@convergeone.com</p>	<p>0000134984 Logicalis, Inc. 2600 S Telegraph Rd Ste 200 Bloomfield Hills, MI 48302 Contact: Nikki Perez Phone: (425) 201-8139 Email: LogicalisGovEdContracts@us.logicalis.com</p>
<p>0000010388 SHI International Corp. 290 Davidson Ave Somerset, NJ 08873 Contact: Nicole Rasky Phone: (732) 275-2359 Email: nicole_rasky@shi.com</p>	<p>0000107092 World Wide Technology, LLC 1 World Wide Way St. Louis, MO 63146 Contact: Carol Harting Phone: (314) 995-6103 Email: Carol.harting@wwt.com</p>	


Certificate Of Completion

Envelope Id: 06CC12B3F07D43C3AF9BEDA1B49041E8	Status: Completed
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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)	13 Bataan Blvd
	Santa Fe, NM 87508
	Vanessa.LeBlanc@state.nm.us
	IP Address: 164.64.62.10


Record Tracking

Status: Original	Holder: Vanessa LeBlanc	Location: DocuSign
6/24/2022 2:57:50 PM	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 Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to Travis.Dutton-Leyda@state.nm.us Using IP Address: 164.64.62.10
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Signed by link sent to vanessa.leblanc@state.nm.us Using IP Address: 164.64.62.10	Sent: 6/24/2022 3:01:14 PM Viewed: 6/24/2022 3:01:38 PM Signed: 6/24/2022 3:01:41 PM
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Electronic Record and Signature Disclosure:
Accepted: 6/2/2020 7:02:26 AM
ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to valerie.paulk@state.nm.us Using IP Address: 97.123.170.252 Signed using mobile	Sent: 6/24/2022 3:01:42 PM Viewed: 6/24/2022 3:06:09 PM Signed: 6/24/2022 3:06:45 PM
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Electronic Record and Signature Disclosure:
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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	6/24/2022 2:58:46 PM
Certified Delivered	Security Checked	6/24/2022 3:06:09 PM
Signing Complete	Security Checked	6/24/2022 3:06:45 PM
Completed	Security Checked	6/24/2022 3:06:45 PM
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

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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

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

Statewide Price Agreement Cover Page

Awarded Vendor:
000044910
Cisco Systems Inc.
170 West Tasman Drive
San Jose, CA 95134

Contact: Gigi Feril
Email: nvp-help@cisco.com
Telephone No.: (408) 424-0712

Price Agreement Number: **00-00000-20-00104AB**

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** *VL*

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

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

Invoice:
As Requested

Title: **Data Communications**

Term: **May 20, 2022 thru September 30, 2024**

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on the attached Participating Addendum.

NASPO ValuePoint Link: <https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/cisco-systems-inc/>

JDL

NASPO ValuePoint
PARTICIPATING ADDENDUM



DATA COMMUNICATION PRODUCTS &
SERVICES (2019-2026)
Led by the State of **Utah**

Master Agreement #: AR3227

New Mexico Statewide Price Agreement #: 00-00000-20-00104AB

Contractor: CISCO SYSTEMS, INC.

Participating Entity: STATE OF NEW MEXICO

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

- *All products, services, and accessories listed on the Contractor page of the NASPO ValuePoint website: <https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/cisco-systems-inc/>*

Master Agreement Terms and Conditions:

1. Scope:

This addendum covers the **Data Communications** 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 NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, 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. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Cisco Systems, Inc. - Gigi Feril
Address:	170 West Tasman Dr., San Jose, CA 95134
Telephone:	(408) 424-0712
Email:	nvp-help@cisco.com

NASPO ValuePoint
PARTICIPATING ADDENDUM



DATA COMMUNICATION PRODUCTS &
SERVICES (2019-2026)
Led by the State of **Utah**

Participating Entity

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

4. 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. **Taxes:**

The Contractor shall be reimbursed by the Participating Entity 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.

D. Retainage.
Reserved

E. Performance Bond.
Reserved

6. **Term:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on **September 30, 2024**. The agency reserves the right to renew the

NASPO ValuePoint
PARTICIPATING ADDENDUM



DATA COMMUNICATION PRODUCTS &
SERVICES (2019-2026)
Led by the State of **Utah**

contract on an annual basis by mutual Agreement not exceeding a total of 8 years in accordance with NMSA 1978 §13-1-150.

7. Termination:

A. Grounds. The Participating Entity may terminate this Agreement for convenience as set forth in section 7.B.1 of Master Agreement or uncured material breach as set forth in section 7.B.2 of Master Agreement. The Contractor may terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement as set forth in 7.B.2, The Contractor may terminate this Agreement for convenience as set forth in section 7.B.3. For any termination by either party, any orders where Contractor has begun or completed or delivery will remain as if the Agreement has not been terminated, except any orders that are the subject of material breach by either party.

B. Notice: Participating Entity Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating Entity shall give Contractor written notice of termination for convenience at least thirty (30) days prior to the intended date of termination.
2. The non-breaching party shall give the breaching party written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the breaching party's material breaches of this Agreement upon which the termination is based and (ii) state what the breaching party must do to cure such material breaches. The breaching party's notice of termination shall only be effective (i) if the breaching party 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 breaching party does not, within the thirty (30) day notice period, notify the non-breaching party of its intent to cure and begin with due diligence to cure the material breach.
3. The Contractor shall give Participating Entity written notice of termination for convenience at least one hundred twenty (120) days prior to the intended date of termination.
4. 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 as a result of termination shall be to pay for work performed or products delivered 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. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE

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*PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE
A PARTY'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. 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, the orders under this Agreement so affected shall terminate immediately upon written notice being given by the Participating Entity to the Contractor.

9. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Participating Entity and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

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:
- 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 Participating Entity employee while such employee was or is employed by the Participating Entity 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

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- 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 Participating Entity relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Participating Entity if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Participating Entity and notwithstanding anything in the Agreement to the contrary, the Participating Entity may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

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11. Amendment:

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. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

13. 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.

14. Equal Opportunity Compliance:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

15. Workers Compensation:

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

16. 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

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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.

17. Records and Financial Audit:

The Contractor shall maintain its contract records during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Participating Entity shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Participating Entity to recover excessive or illegal payments.

18. Invalid Term or Condition:

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

19. Enforcement of Agreement:

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

20. Non-Collusion:

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

21. 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, NM87505

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To the Contractor:

Cisco Systems, Inc. - Gigi Feril
170 West Tasman Dr., San Jose, CA 95134
(408) 424-0712
Email: nvp-help@cisco.com

22. Succession:

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

23. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

24. Default/Breach: RESERVED

25. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Participating Entity irrevocable harm and that a remedy at law for such a failure may be an inadequate remedy for the Procuring Agency, and the Participating Entity may seek from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Participating Entity may have under applicable law, including, but not limited to, monetary damages.

26. 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.

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- 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://bewellnm.com>.

27. Indemnification:

The Contractor shall provide indemnification of the Participating Entity and the State of New Mexico as set forth in Sections 40.A and 40.B of Exhibit A of the Master Agreement.

28. Default and Force Majeure:

The Contractor shall not be liable for any failure to perform obligations under this Agreement if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above.

29. 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.

30. Subcontracting:

Contractor's authorized resellers that are subcontracted to process sales orders under this Agreements (as contemplated in Section 44 below) are subject to the review and approval of the State. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement.

31. Inspection of Plant: RESERVED

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32. Commercial Warranty:

The warranty for Products, Software, and Services sold or licensed under this Agreement are as set forth in Section 18 of Exhibit A of the Master Agreement.

33. Condition of Proposed Items:

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW unless otherwise specified.

34. Release: RESERVED

35. Confidentiality:

In addition to the obligations set forth in Section 30 of Exhibit A of the Master Agreement any Confidential Information provided to the Contractor by the Participating Entity in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency, other than subcontractors or other third parties as necessary for Contractor to fulfill obligations under the Agreement. Upon termination of this Agreement, at Participating Entity's request, Contractor shall delete or return all Confidential Information in its possession to the Participating Entity, provided that Contractor may retain archival Confidential Information as necessary for legal or process requirements.

36. Contractor Personnel: RESERVED

37. Incorporation by Reference and Precedence: RESERVED

38. Inspection

See Master Agreement Sections 16 & 18

39. Inspection of Services:

See Master Agreement Sections 16 & 18

40. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s).

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- A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.
- B. Commercial general liability (including broad form property damage coverage, personal injury coverage and contractual liability coverage). Limits shall be \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- C. Automobile liability (including non-owned automobile coverage) with limits of \$1,000,000 per accident.
- D. Umbrella liability with limits of \$1,000,000 per occurrence and annual aggregate.

Contractor shall maintain the above insurance for the term of this Agreement. The CGL, Auto and Umbrella insurance shall include State of New Mexico, General Services Department or other party to this Agreement as additional insured for liabilities that fall within Contractor's indemnity obligations under this Agreement and that are covered by such insurance. The insurance required to be maintained shall be primary to and noncontributory with any other valid and collectible insurance afforded such additional insureds and provide a waiver of the insurer's rights of subrogation for liabilities that Contractor is obligated to indemnify under this Agreement. If any of the insurance required herein is cancelled or nonrenewed, Contractor shall replace such insurance so that no lapse in coverage occurs.

41. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

42. 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 **one 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.

<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

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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 **##-00-00000-20-00104AB** 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.

43. Lease Agreements:

Lease Agreements and Alternative Financing Methods: Leasing and other forms of financing are authorized by this Addendum. Contractor's Master Agreement which allows for Leasing and Alternative Financing Methods under Section 45 is approved for use by the Participating Entity. The terms and conditions of the lease or financing arrangement will be separately negotiated and set forth in an agreement between the purchaser and either Cisco Capital or its designated and/or approved financing partner, subject to any requirements or restrictions within any purchasing entity.

44. Subcontractors:

All contractors, dealers, and resellers 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 the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

45. 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

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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.

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: Cisco Systems, Inc.
Signature: <i>Valerie Paulk</i> <input checked="" type="checkbox"/> This is signed on behalf of the State Purchasing Agent	Signature: <i>Jenn Pate</i>
Name: Mark Hayden	Name: Jenn Pate
Title: State Purchasing Agent	Title: Authorized Signatory
Date: 5/26/2022	Date: 5/26/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.


Certificate Of Completion

Envelope Id: 7CDD8035544B4B76B3555D35D47920EC	Status: Completed
Subject: Please DocuSign: 00-00000-20-00104AB Cisco NASPO PA	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope 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: 71.228.97.89


Record Tracking

Status: Original	Holder: Vanessa LeBlanc	Location: DocuSign
5/19/2022 7:02:30 AM	Vanessa.LeBlanc@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
Travis Dutton- Leyda		Sent: 5/20/2022 10:46:31 AM
Travis.Dutton-Leyda@state.nm.us		Viewed: 5/20/2022 10:53:36 AM
IT & Construction Bureau Chief		Signed: 5/20/2022 10:54:21 AM
New Mexico General Services, State Purchasing Division	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Signed by link sent to Travis.Dutton-Leyda@state.nm.us Using IP Address: 174.56.32.185	

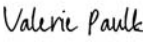
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Vanessa LeBlanc		Sent: 5/20/2022 10:54:22 AM
vanessa.leblanc@state.nm.us		Viewed: 5/20/2022 11:06:50 AM
New Mexico General Services		Signed: 5/20/2022 11:06:55 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 Signed using mobile	

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

Jenn Pate		Sent: 5/20/2022 11:06:56 AM
jepate@cisco.com		Resent: 5/23/2022 1:30:03 PM
Authorized Signatory		Viewed: 5/24/2022 11:20:40 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Signed: 5/26/2022 6:42:09 PM
	Signed by link sent to jepate@cisco.com Using IP Address: 128.107.241.179	

Electronic Record and Signature Disclosure:
Accepted: 5/20/2022 5:42:53 PM
ID: ca92ce47-f2e0-403c-86e6-df3bde4de2e4

Signer Events	Signature	Timestamp
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to valerie.paulk@state.nm.us Using IP Address: 97.123.170.252 Signed using mobile	Sent: 5/26/2022 6:42:12 PM Viewed: 5/26/2022 8:06:31 PM Signed: 5/26/2022 8:06:52 PM
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	5/20/2022 10:46:31 AM
Certified Delivered	Security Checked	5/26/2022 8:06:31 PM
Signing Complete	Security Checked	5/26/2022 8:06:52 PM
Completed	Security Checked	5/26/2022 8:06:52 PM
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.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

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