DocuSign Envelope ID: EE0B24FF-56DA-4F67-B866-9F4665B2AA1C

SPD (Rev. 2020)

State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:
0000043416
Dell Marketing LP
One Dell Way, Mail Stop RR1-33
Round Rock, TX 78682-7000

Contact: Ashley Salinas
Email: a.salinas@dell.com or
Dell_Legal_Notices@Dell.com
Telephone No.: (512) 542-1237

Price Agreement Number: **10-00000-20-00054AC**

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.

Invoice:
As Requested

Procurement Specialist: **Vanessa LeBlanc** VL

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

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

Title: **Software Value Added Reseller (SVAR)**

Term: **February 16, 2023 – April 24, 2027**

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/software-var/dell-marketing/

JDL

NASPO ValuePoint
PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA

Master Agreement #:	CTR060024
Contractor:	**Dell Marketing, L.P.**
Participating Entity/Participating State:	**STATE OF NEW MEXICO**
New Mexico Statewide Price Agreement #:	10-00000-20-00054AC

Scope and Participation:

This "Participating Addendum", also referred to as "Agreement", is entered into by Contractor and Participating Entity (collectively, the "Parties"). This Participating Addendum incorporates the NASPO ValuePoint Software Value Added Reseller Master Agreement number CTR060024 contract led by the State of Arizona (the "Master Agreement"). Hereinafter, the use of the term Participating Entity or Participating State in this Agreement will encompass purchases by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize State contracts. The Software and Services available under this Agreement include all Software and Services as specified below, for which Contractor is acting as a reseller for the Software and Services provided by the applicable Software Publishers.

1. **Scope**:

   ☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. **Participation:** This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Term**:

   ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

   ☒ THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on the date of last signature, if the New Mexico State Purchasing Agent has signed this Agreement, and end on April 24, 2027. The Participating State reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. **Pricing:** The prices for the Software and Services shall be as specified in the Attachment A, based on a markup of Contractor's invoiced cost.

Internal Use - Confidential

5. **Payments:** Use of Purchasing-card is at time of order placement only, and not permitted for payment of invoices issued by Contractor.

6. **Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Ashley Salinas – Dell Marketing, L.P.
Address:	One Dell Way, Round Rock, TX 78682
Telephone:	(512) 542-1237
Email:	a.salinas@dell.com; and Dell_Legal_Notices@Dell.com

PARTICIPATING ENTITY:

Name:	Valerie Paulk, Acting State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	valerie.paulk@gsd.nm.gov
Name:	Mark Hayden, State Purchasing Director, State Purchasing Division

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

7. **Software Licensing:**
   a. The Participating Entity's rights to use the Software delivered by Contractor are governed by the terms of the applicable end-user license agreement, including, if applicable, when such terms are provided via an Electronic Ordering System or other online form. For Contractor-branded Software, unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula shall apply to such Contractor-branded Software. Contractor will provide a hard copy of the applicable terms upon request.

DocuSign Envelope ID: EE0B24FF-56DA-4F67-B866-9F4665B2AA1C

b. Contractor is acting as a reseller for the Software and Services provided by the Software Publishers (including, without limitation, any SaaS), and may not have direct access to, or control over, the operation, functionality, terms and conditions or data security of the Software or Services. The applicable Publisher and/or service provider shall remain responsible for performance of its products and services, including any data security. If requested by the Participating Entity, Contractor will reasonably cooperate with the Participating State and the Software Publishers as appropriate (including providing information to or requesting information from Publishers as requested). To the extent legally able to do so, Contractor will pass through to the Participating Entity any applicable warranties and/or terms, including terms relating to security, privacy, and data protection from the Software Publishers.

8. **Taxes:**

The Contractor shall be reimbursed by the Participating State 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 PARTICIPATING 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).

9. **Retainage:**
Reserved

10. **Performance Bond:**
Reserved

11. **Termination:**

A. **Grounds.** The Parties may terminate this Agreement for convenience, at any time effective 90 days written notice, or for any uncured material breach of this Agreement .

B. **Notice: Opportunity to Cure.**

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination for material breach. Said notice shall provide Contactor with (i) identification of all the material breaches of this Agreement upon which the termination is based and (ii) state what the Contractor must do to cure the material breaches. Participating State's notice of termination shall only be effective if (i) if the Contractor 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 Contractor does not, within the thirty (30) day notice period, notify the Participating State of its intent to cure and begin with due diligence to cure the material breach. Participating State shall use commercially reasonable efforts to assist the Contractor in developing a mitigation plan to cure material breaches during the notice period.

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

Internal Use - Confidential

the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State 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 Participating State 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. Contractor shall use commercially reasonable efforts to assist the Participating State in developing a mitigation plan to cure material breaches during the notice period.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (ii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

4. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Participating State based upon the Participating States proposed Amendment to unilaterally reduce funding that is not accepted by the Contractor 30 days after receipt, as described below in Clause 16 B.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Participating State upon termination, shall pay for orders accepted 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 PARTIES OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE DEFAULT/BREACH OF THIS AGREEMENT.*

12. **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 Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

13. **Status of Contractor:**
The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State 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.

Internal Use - Confidential

14. **Conflict of Interest; Governmental Conduct Act:**

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

B. The Contractor further represents that to the best of its knowledge 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 that to the best of its knowledge:

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 State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State'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 Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating 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 Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating 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 Participating 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 Participating State whose official act, while in the Participating State's employment, directly resulted in the Participating State'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 Participating State.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Agreement was entered into by

Internal Use - Confidential

the Parties. Contractor shall provide immediate written notice to the Participating State 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 State and notwithstanding anything in the Agreement to the contrary, the Participating State may immediately terminate the Agreement.

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

15. **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.

B. If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

16. **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. Any preprinted terms on a Participating Entity purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Participating Addendum shall be binding on Contractor.

17. **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.

18. **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.

19. **Workers Compensation:**
The Contractor agrees to comply with the Participating State's laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Internal Use - Confidential

Compensation Act and applicable rules when required to do so, and does not cure this when provided notice under the Clause 12B, then this Agreement may be terminated by the Participating State.

20. **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.

21. **Inspections and Audit:**
In the event of any audit, inspections, or testing, notwithstanding any conflicting terms in the Master Agreement, Contractor agrees to grant access to Contractor's sales records only, at the expense of the Participating Entity in exercise of its rights, provided that Contractor operations are not adversely interrupted, and Contractor is not unduly burdened from the cost of such an audit, inspection, or testing. The records directly or indirectly relating to the Participating State's purchases made under this Agreement shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor no more often than once a year at the mutually agreed upon time of the parties and at a designated Contractor location. Contractor does not agree to make copies and will not reimburse for the cost of the audit. The Participating State shall, at its sole expense, have the right to audit billings both before and after payment subject to the conditions provided for in the preceding sentence. As Contractor is a reseller of third party Software and Services, when requested, Contractor will work with the Participating Entity and such third party to reasonably assist in obtaining access to such records or testing (including, where applicable, SOC 2 reports) as may be available and as applicable to the performance under this Participating Addendum

22. **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.

23. **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.

24. **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 Participating State.

25. **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 Participating State:

Name:	Valerie Paulk, Acting State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	mark.hayden@state.nm.us

To the Contractor:

Name:	Dell Marketing L.P.
Address:	One Dell Way, Round Rock, TX 78682
Telephone:	(512) 542-1237
Contact:	Ashley Salinas
Email:	a.salinas@dell.com; and Dell_Legal_Notices@Dell.com

26. **Succession:**
This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

27. **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.

28. **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 Participating 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 that are related to sales under this Agreement are subject to review and audit by a representative of the Participating State, in accordance with the terms of Clause 22, Inspections and Audits, above.
C. Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

29. **Commercial Warranty:**
Contractor warrants that the Software and Services will, for the duration set forth in the applicable Publisher's warranty terms and conditions: (1) conform to the requirements of this Participating Addendum; (2) be free from material defects of material and workmanship; and (3) perform substantially in a manner consistent with the corresponding standard documentation issued by the Publisher for the applicable Software and Services.

30. **Condition of Proposed Items:**
Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

Internal Use - Confidential

DocuSign Envelope ID: EE0B24FF-56DA-4F67-B866-9F4665B2AA1C

31. **Release:**
Final payment of all amounts due under this Agreement shall operate as a release of the Participating State, its officers and employees and Procuring Entity from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

32. **Confidentiality:**
Upon written request, Contractor shall deliver all Confidential Information in its possession to the Participating State within a commercially reasonable time after termination of the Participating Addendum. Notwithstanding the foregoing, neither party will be required to search archived electronic back-up files or its computer systems for discloser's Confidential Information in order to purge such Confidential Information from its archived files. Additionally, Contractor's professional advisors (e.g., lawyers and accountants) may retain in confidence one file copy of their respective work papers and final reports in accordance with their professional and ethical obligations.

33. **Contractor Personnel:**

Personnel Changes. Contractor will use appropriately qualified personnel who have the necessary skills and training to perform the Services and undertake the tasks assigned to them in connection with the Agreement Participating State may request the right to approve personnel assigned to services work performed at a Participating State facility hereunder, and Participating State may request that Contractor remove personnel performing services at a Participating State provided such request is not illegal under the circumstances. Contractor shall honor all such Participating State requests to approve and/or remove personnel when reasonable and commercially practicable. Contractor shall maintain final authority over all personnel decisions..

34. **Incorporation by Reference and Precedence:**
In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the Quote; (2) this Participating Addendum; (3) the NASPO ValuePoint Master Agreement.

35. **Insurance:**
If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department, or other party to this Agreement as additional insured under the Commercial General Liability policy as respects insurable liabilities assumed by Contractor under this Agreement.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.
B. Commercial general liability (including property damage, personal injury coverage and contractual assumption of liability for insurable liability the Contractor has assumed under this Agreement). Limits shall not be less $2,000,000 per occurrence combined single limit for bodily injury and property damage
    a.
C. Contractor shall maintain the above insurance for the term of this Agreement Such certificate shall also state that the Commercial General Liability policy provided under the policy is primary

Internal Use - Confidential

over any other valid and collectible insurance and provide a waiver of subrogation.

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

37. **New Mexico Administration Reporting:**
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. The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. 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.

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 Amber Sanchez at Amber.Sanchez2@state.nm.us or (505) 469-2679 or (505) 795-4512

38. **Fees**:
The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues, less interchange and merchant fees, derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number ***10-00000-20-00054AC*** on the quarterly sales report. State Purchasing Division may change the account number for payment at any time upon 30 days' prior written notice to Contractor

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505

Internal Use - Confidential

DocuSign Envelope ID: EE0B24FF-56DA-4F67-B866-9F4665B2AA1C

Attn: Compliance Officer

39. **Lease Agreements:**
Reserved

40. **Subcontractors:**
All Contactors, Authorized 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 this Participating Addendum and the aforementioned Master Agreement.

Contractor may use Affiliates or other qualified subcontractors to perform its obligations hereunder, provided that (i) Contractor shall remain responsible for the performance of its obligations under this Participating Addendum; and (ii) either party may assign rights to payments arising under any order without consent of the other party. "Affiliate" means Dell Inc. and its wholly-owned or wholly-controlled subsidiaries. "Control" means more than 50% of the voting power or ownership interests.

41. **Orders:**
Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

Internal Use - Confidential

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: Valerie Paulk X This is signed on behalf of the State Purchasing Agent	Signature: Katherine Castillo
Name: Valerie Paulk	Name: Katherine Castillo
Title: Acting State Purchasing Agent	Title: Paralegal Advisor
Date: 2/20/2023	Date: 2/20/2023

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

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Internal Use - Confidential

DocuSign

Certificate Of Completion

Envelope Id: EE0B24FF56DA4F67B8669F4665B2AA1C		Status: Completed
Subject: Please Sign with DocuSign: 10-00000-20-00054AC Dell PA Software VAR		
Source Envelope:		
Document Pages: 13	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 2	Vanessa LeBlanc
AutoNav: Enabled		1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled		Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)		Vanessa.LeBlanc@gsd.nm.gov
		IP Address: 164.64.62.10

Record Tracking

Status: Original 2/16/2023 1:57:43 PM	Holder: Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events	Signature	Timestamp
Travis Dutton- Leyda travis.dutton-leyda@gsd.nm.gov IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	JDL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/16/2023 2:08:21 PM Viewed: 2/16/2023 2:54:37 PM Signed: 2/16/2023 3:16:04 PM
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/16/2023 3:16:07 PM Viewed: 2/16/2023 3:17:04 PM Signed: 2/16/2023 3:17:07 PM
Katherine Castillo Katherine_Castillo1@Dell.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/20/2023 1:19:20 PM ID: 3d745a5f-dcd4-471e-9035-c33818fb39a3	Katherine Castillo Signature Adoption: Pre-selected Style Using IP Address: 190.5.252.32	Sent: 2/16/2023 3:17:09 PM Resent: 2/17/2023 9:34:40 AM Viewed: 2/20/2023 1:19:20 PM Signed: 2/20/2023 1:27:42 PM
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 67.0.204.48 Signed using mobile	Sent: 2/20/2023 1:27:45 PM Viewed: 2/20/2023 3:57:16 PM Signed: 2/20/2023 3:57:40 PM

Signer Events	Signature	Timestamp
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	2/16/2023 2:08:21 PM
Certified Delivered	Security Checked	2/20/2023 3:57:16 PM
Signing Complete	Security Checked	2/20/2023 3:57:40 PM
Completed	Security Checked	2/20/2023 3:57:40 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.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.