



State of New Mexico General Services Department Statewide Price Agreement

Awarded Vendor:
12 Vendors – See Page 6

Price Agreement Number: **20-00000-21-00010**

Payment Terms: **Net 30**

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

Delivery: **See Page 6**

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 at Time of Order

Title: **WAN/LAN Equipment**

Term: **November 18, 2021 thru November 17, 2025**

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 11/15/2021

Mark Hayden, New Mexico State Purchasing Agent

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

JD

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, 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, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she 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 his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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 the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of

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any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico 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 of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This

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provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000051052
Abba Technologies, Inc.
5301 Beverly Hills Ave
Albuquerque, NM 87113
(505) 889-3337
nmstate@abbatech.com

Delivery: FOB Destination

(AB) 0000051498
Advanced Network Management, Inc.
PO Box 561489
Denver, CO 80256-1489
(505) 888-8822
stateofnm@anm.com

Delivery: FOB Destination

(AC) 0000099119
Aquila, Inc.
8401 Washington Place NE
Albuquerque, NM 87113
(505) 923-3155
support@aquilagroup.com

Delivery: As Requested

(AD) 0000074720
Ardham Technologies, Inc.
5411 Jefferson St NE Suite 200
Albuquerque, NM 87109
(505) 872-9040
sales@ardham.com or
support@ardham.com

Delivery: As Requested

(AE) 0000006161
CenturyLink Communications, LLC
Remit Address: CenturyLink
P.O. Box 52124
Phoenix AZ
(505) 596-2496
dan.sullivan@lumen.com

Delivery: F.O.B. Destination- Users
Designated Address

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(AF) 0000051787
Computer Assets, Inc.
P.O. Box 1364
Espanola, NM 87532
(505) 365-7070; (505) 690-2982;
(505) 927-0447
yserna@computerassets.com
damon@computerassets.com

**Delivery: 3 - 5 Days from receiving
Purchase Order**

(AG) 0000155184
Computex Inc.
dba Computex Technology Solutions
PO Box 671369
Dallas, TX 75267
(713) 780-7580
clientservices@computex.net;
cfarah@computex.net;
mrocha@computex.net

**Delivery: 21 Days ARO or best available
effort**

(AH) 0000089129
Custom Storage Inc.
7975 N. Hayden Road Suite #A-105
Scottsdale, AZ 85258
(505) 288-3953
info@cstor.com

**Delivery: 6100 Seagull St NE Suite 212
Albuquerque, NM 87109**

(AI) 0000064966
Harmonix Technologies, Inc.
PO BOX 57055
Albuquerque, NM 87187
(505) 205-1585
sales@hmxtech.com

**Delivery: Delivery schedule is specified
by task order. Harmonix Technologies,
Inc. will deliver or perform services in
accordance with the terms negotiated in
the purchase acquisition or purchase
order agreement as required.**

(AJ) 0000145819
Holmans USA
6201 Jefferson St NE
Albuquerque, NM 87109
(800) 545-0932
solutions@holmans.com

Delivery: As Requested

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(AK) 0000082654

Plan B Networks, Inc.

1120 Industrial Park Rd

Española, NM 87532

(505) 753-5262

sales@planbnet.com

bainsworth@planbnet.com

asanchez@planbnet.com

Delivery: Delivery Available

(AL) 0000155153

Step CG, LLC

50 E Rivercenter Blvd. #900

Covington, KY 41011

(513) 795-6000

(480) 549-0029

payments@stepcg.com

Nick Pesu, npesu@stepcg.com

Delivery: As Requested

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Specifications:

The State of New Mexico Department of Information Technology in cooperation with the General Services Department/State Purchasing Division, (“SPD”), is seeking fully certified resellers or manufacturers that will provide Wide Area Network (WAN) and/or Local Area Network Equipment (LAN) to include a **minimum of a One Year Warranty** on equipment purchases and related services. The Related Services include Installation, Post Warranty Maintenance and Repair, Training, and Technical Support Services to maintain the State’s current and future network infrastructure when requested by the procuring entity. The equipment and related services proposed as part of this bid **must include at least one of the following manufacturers: Aruba, Cisco, HP, Juniper, Meraki, Ruckus, or Xtreme.** Other equipment manufacturers for WAN/LAN and related services may be submitted and may be awarded only if the information requested is provided, not to exceed 10 other manufacturers.

The results of this bid will establish multiple statewide price agreements within each listed manufacturer type on a competitive basis with fully certified resellers or manufacturers that will supply a broad range of WAN and/or LAN network equipment and Related Services by manufacturer to support the existing and future network infrastructure used by State and Authorized Entities throughout the State of New Mexico.

The following equipment and services shall be ***EXCLUDED*** from this bid and the awarded agreement:

1. Microwave Equipment and Related Service Support
2. Wavelength Division Multiplexers (WDM) Equipment and Related Service Support
3. Long Term Evolution (LTE) Equipment and Related Service Support
4. 2-way Radio Communications Equipment and Related Service Support
5. Desktop Telephony Equipment and Related Service Support
6. Professional services as defined in this ITB

Scope of Procurement

No minimum or maximum level of purchase commitments by the State of New Mexico is guaranteed or implied. The minimum percentage (%) discount off MSRP/RSSP and any other pricing awarded because of this agreement will remain for the term of the awarded agreement(s), with the exception of proven market conditions approved by the Department of Information Technology in coordination of the State Purchasing Division. The procuring entities are encouraged to use request for quotes that may result in lower cost(s) not to exceed the maximum cost in the manufacturer catalogs, vendor links, or other submitted catalogs, not to fall below the awarded minimum discounts, and not to exceed the maximum price and/or rates for services with any one of the awarded Contractors during the term of the agreement(s).

The pricing for all WAN and/or LAN Equipment and Related Services must not include New Mexico Gross Receipts Tax (NMGRT). However, the services are subject to the NMGRT and are applicable to the current rate for the period which the services are performed. No minimum or maximum level of purchase commitments by the State of New Mexico is guaranteed or implied.

The GRT on the equipment, not the services, proposed for this bid are deductible to the awarded Contractor if the awarded Contractor retains a Type 9 nontaxable transaction certificate (NTTC). The NTTC will be issued by the New Mexico Department of Taxation and Revenue upon request by the awarded Contractor and upon a valid CRS number.

The term of this Price Agreement shall be for four (4) years from date of award with no option for extensions. This Price Agreement shall not exceed four (4) years.

DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

1. **“Authorized Entities”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

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2. **Complete Working Order**” means the uninterrupted, defect-free operation of the Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment, to include any failures and related labor services that meets all applicable specifications.
3. **Desktop Telephony**” means the brand or generic equipment and associated services that support transmitting voice, data, video or image signals over a distance greater than what you can transmit by shouting.
4. **Fully Certified Reseller**” means an entity known as a reseller that is certified and authorized by the manufacturer to sell the WAN and/or LAN equipment and Related Services for only the manufacturer types the Bidder has submitted a % discount for.
5. **LAN Network**” means the brand or generic network equipment and associated services that supports a geographically limited communication network that connects users within a building or small group of buildings that is managed by a single enterprise. This includes wireless equipment and related services, however, excludes the equipment and related services listed in the scope of work of this bid.
6. **(LTE) “Long Term Evolution”** means the brand or generic equipment and associated services that support 4G wireless broadband technology which supports mixed data, voice, video and messaging traffic. This may include any user equipment devices, devices used by an end-user to communicate such as a hand-held telephone, a laptop computer equipped with a mobile broadband adapter, or any other device in support of LTE.
7. **Manufacturer**” means a producer of branded or unbranded finished products.
8. **Manufacturer’s Suggested Retail Price (MSRP) or “Resellers Suggested Selling Price (RSSP)”** means the list price the product’s manufacturer recommends it be sold for by the manufacturer or by the reseller. The proposed MSRP/RSSP catalog price listing does NOT include discounts awarded.
9. **Maximum Hourly Rate or “Hourly Rate”** means the proposed maximum hourly rates must include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
10. **Microwave Communications**” means the brand or generic equipment and associated services to transmitting telephone, facsimile, video and data conversations by common carriers, private networks, or any communication to and from satellites. The type of equipment may include but not limited towers, antennas, satellites or satellite communication in support of microwave communications.
11. **Post Warranty Maintenance and Repair Services or “Maintenance and Repair”** means an hourly rate or packaged service that the Contractor guarantees the purchased Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment to include labor and any installation services shall be in Complete Working Order, as defined above, during the post warranty maintenance and repair period and after the Warranty Period as defined. The procuring agency has the option to contract for this service. **Any travel and per diem must be incorporated into the fully executed contract for the maintenance and repair services at no additional cost.** Any freight and shipping costs during maintenance and support period shall be paid by the Contractor, not the procuring entity. At a minimum, any proposed maintenance and support services must include the items listed below. Any waivers to this service must be agreed to and approved in writing by the procuring entity contracting for services after the agreements are awarded.
 - a. **Technical Assistance Support.** Provides procuring entity technical customer support to troubleshoot, diagnose, and resolve problems, answer any operational related questions 24x7 by 356 days to include holidays and weekends.
 - b. **Call-back.** For any issue reported, an acknowledgement of the service request/issue reported is required by calling the procuring entity back within 30 minutes of receipt.
 - c. **4-Hour Response Time.** For a major issue (system is unusable, to be determined by the procuring entity), the Contractor must have a technician onsite within 4 hours of receipt of the issue reported.
 - d. **Covers all equipment and hardware components and any software support.**
 - i. If any Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment and/or hardware components need to be replaced, the Contractor must replace the equipment and/or hardware component at no additional cost to the Extended Post Maintenance and Support Service plan contracted for by the procuring entity. The Contractor is responsible for removing any equipment that is replaced.
 - ii. **Software Subscription Support:** The Contractor must perform software patches, software upgrades, and firmware updates.

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- e. **Annual System Performance Checkup.** Perform maintenance test check on the Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment, hardware components, and related software and provide test results as a softcopy to the procuring agency. The system components to test must follow the manufacturers' requirements for preventative maintenance and the extended service plan.
- f. **Unlimited Contact and Repair.** The Contractor must provide 24 x 7 by 365 days to include holidays and weekends for post warranty maintenance and repair services for its Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment, hardware components, and any related software, to include labor services.
12. **“Professional Services”** means the services that shall be excluded from this bid, those of archeologists, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers.
13. **“Related Services”** means the installation, post warranty maintenance and repair, training services, and technical support services for wide area network (WAN) and local area network (LAN) equipment.
14. **“Software Subscription Support”** means a software support service/license made available to users in the Post Maintenance and Repair Services for any purchased or existing WAN/LAN equipment providing for software patches, software upgrades, firmware updates, to include labor services at no added cost to the Post Maintenance and Repair Services.
15. **“Software patches”** means to correct bugs or problems within the software that make the WAN/LAN equipment and/or hardware components perform less than optimally. All patches are included in the software subscription at no added cost to the Post Maintenance and Repair Services.
16. **“Software Upgrades”** means a major revision to the most recently installed version of software that adds more features and functionality to the program. All software upgrades are included in the software subscription at no added cost to the Post Maintenance and Repair Services.
17. **“Technical Support Services”** these include the listed hourly rate technical services that may be requested by a procuring entity in support of any WAN/LAN equipment and/or WAN/LAN products purchased using the awarded agreement:
- a. “Contact Center Specialist” a technical resource for design and support on complex network solutions.
 - b. “Convergence Engineer” a technical engineer for complex network integration support.
 - c. “Emergency Maintenance and Repair Engineer (8:00 am – 5:00 pm MDT)” a manufacturer certified engineer or equivalent for emergency post warranty maintenance and repair support not part of a maintenance and repair package.
 - d. “Emergency Maintenance and Repair Engineer (5:01 pm – 7:59 am MDT)” a manufacturer certified engineer or equivalent for emergency post warranty maintenance and repair support not part of a maintenance and repair package.
 - e. “Installation Technician” a manufacturer certified engineer or equivalent for installation and/or decommissioning support.
 - f. “Onsite Maintenance and Repair Engineer” a manufacturer certified engineer or equivalent for post warranty maintenance and repair support not part of a maintenance and repair support package.
 - g. “Tier 4 Engineer/Architect” manufacturer certified or equivalent senior architect providing technical support that includes but not limited to expert judgement and analysis for the design, development, and implementation of network solutions.
 - h. “Project Lead/Coordinator” PMI or equivalent in providing coordination support ensuring project endeavor is completed and accepted by the procuring entity.
 - i. “Project Manager” PMI or equivalent in providing management support to include but not limited to (budget, schedule, deadlines, documentation, resources) ensuring project endeavor is completed and accepted by the procuring entity.
 - j. “Unified Communication Engineer” technical engineer for expert advice, design, development, and engineering support for collaboration solutions. Minimum qualifications, bachelor’s degree in a relevant field with years of experience with network communication systems.
18. **“Two –Way Radio Communications”** means the brand or generic equipment and services that includes 1) portable radios and accessories, 2) mobile radios and accessories, 3) repeaters, base stations and accessories, 4) radio parts, accessories, and related ancillary radio equipment, 5) and any related services in the support, maintenance, warranty, or training for the two-way radio communications equipment, services, and any related products.

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19. **“WAN Network”** means the brand or generic network equipment and services that support a communication network that connects computing devices over geographically dispersed locations. This excludes the equipment and services listed above within the scope of work.
20. **“Warranty” or “One Year Warranty”** means the Contractor guarantees the Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment and labor services to include installation shall be in Complete Working Order for a minimum of 1 year or 12 months starting from the date of final acceptance by the procuring entity (Warranty Period). The Contractor shall repair all failures during the Warranty Period at no added cost to the equipment purchased price. Any freight and shipping costs during the warranty coverage shall be paid by the Contractor, not the procuring entity.
21. **“Wavelength Division Multiplexer (WDM)”** means a technology that joins multiple optical signals with different wavelengths onto a common strand of fiber to transmit data through equipment, hardware components, any related software, and related services.

SPECIFICATIONS

1. The Contractor shall be solely responsible for the completion of a customer approved and accepted project to include but not limited to services awarded and requested by the procuring entity such as installation, warranty, post warranty maintenance support and repair services.
2. The Contractor shall provide only new factory parts for any equipment, parts, and accessories sold or used for repair; no other substitutes will be accepted. Refurbished parts will be allowed only upon a written statement from the manufacturer stating the new parts are no longer available and the refurbished parts have been tested. Any waiver from this requirement shall be approved in writing by the procuring entity.
3. The Contractor shall supply all materials, labor and/or services to complete a customer approved project.
4. The Contractor shall complete all contracted services for work and/or maintenance and repairs in compliance with the manufacture’s specifications.
5. The Contractor shall provide a One Year Warranty coverage on the purchase of WAN/LAN equipment, hardware components, and any software subscription services as defined in the “Definition of Terminology” above.
6. The Contractors must be a fully certified reseller or manufacturer for the Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment and Related Services to submit a response to this bid.
7. The Contractors must propose a separate single minimum discount percentage (%) off its MSRP/RSSP Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment to include a Warranty Period of One (1) year, as defined above, at no added cost to the purchase of the equipment for any or all the manufacturers listed by submitting Item (001) provided below. A zero (0) or a blank discount is a valid discount only with a related vendor link with product pricing or catalog price listing.
8. If a Bidder does not have a vendor link to their proposed products at the time of submitting a response to this bid, the Contractors should provide its proposed Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment MSRP/RSSP Catalog Price Listing for any or all the Manufacturer Types. *It is the responsibility of the Bidder to upload their proposed catalog pricing listing as an envelope in eProNM.* At a minimum, the proposed catalog price listing *should* contain the following items:
 - a. Manufacturer type
 - b. Product number
 - c. Product description: some identifier as equipment or a service
 - d. MSRP/RSSP (\$) without the discount
9. The Contractor must maintain or guarantee their WAN/LAN equipment catalog price listing duration of the awarded agreements. All WAN/LAN type equipment must be commercially available at the time the awards and during the term of the agreement.
10. After award and only upon request by Department of Information Technology, the awarded Bidder must provide copies of the approved purchase orders that clearly identifies the name of the equipment purchased and the name of the purchasing entity.

Method of Award

The Procuring entity reserves the right to obtain prices from all successful Contractors for Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment and Related Services resulting in a procuring method on an as needed basis based on

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price, schedule, ability to perform satisfactorily and as indicated in the scope of work above. The Contractors expecting to sell Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment must include a One Year Warranty by the manufacturer. Awards will be made to meet the best interests of the State of New Mexico.

Item	Unit	Article and Description	Percent Discount
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01 1 **Mandatory: Discount from prices listed for Wide Area Network (WAN) and/or Local Area Network Equipment to include a One (1) year warranty.**

Contractor shall provide a minimum percentage (%) discount off its MSRP/RSSP for the Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment to include a One (1) Year Warranty at No Added Cost to the Purchase of the equipment Catalogs published by the manufacture they represent. A zero (0) or a blank discount is a valid discount only with a related vendor link or vendor uploaded catalog price listing with product pricing or a catalog price listing.

Percentage discounts shall only apply to the most current MSRP/RSSP published by manufacturer(s) the bidding company represents.

<u>Manufacturer Name</u>	<u>Vendor Link or Catalog Price Listing:</u>	<u>% Discount</u>
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(AB) Advanced Network Management, Inc.		
Aruba	www.anm.com/Pricelists/aruba-pricelist	16%
Cisco	www.anm.com/Pricelists/cisco-pricelist	38%
HP	www.anm.com/Pricelists/hp-pricelist	10%
Meraki	www.anm.com/Pricelists/cisco-pricelist	38%
Juniper	www.anm.com/Pricelists/juniper-pricelist	10%
Ruckus	www.anm.com/Pricelists/ruckus-pricelist	10%
Xtreme	www.anm.com/Pricelists/extreme-pricelist	10%

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Item	Unit	Article and Description	Percent Discount
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02 1 **Optional Related Service: Minimum Discount from prices listed for Wide Area Network (WAN) and/or Local Area Network – Post Warranty Maintenance and Repair Services as defined.**

Contractors should provide a minimum percentage (%) discount off its MSRP/RSSP for the Wide Area Network (WAN) and/or Local Area Network Post Warranty Maintenance and Repair Service Packages published by the manufacture they represent in Item (001) above and if applicable to Item (004) below. A zero (0) or a blank discount is a valid discount only with a related vendor link with product pricing or a brief description.

Percentage discounts shall only apply to the most current MSRP/RSSP published by manufacturer(s) the bidding company represents.

<u>Manufacturer Name</u>	<u>Vendor Link or Catalog Price Listing:</u>	<u>% Discount</u>
(AB) Advanced Network Management, Inc.		
Aruba	www.anm.com/Pricelists/aruba-pricelist	12%
Cisco	www.anm.com/Pricelists/cisco-pricelist	12%
HP	www.anm.com/Pricelists/hp-pricelist	10%
Meraki	www.anm.com/Pricelists/cisco-pricelist	38%
Juniper	www.anm.com/Pricelists/juniper-pricelist	10%
Ruckus	www.anm.com/Pricelists/ruckus-pricelist	10%
Extreme	www.anm.com/Pricelists/extreme-pricelist	10%

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Item	Unit	Article and Description	Percent Discount
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03 1 **Optional Related Service: Minimum Discount from prices listed for Wide Area Network (WAN) and/or Local Area Network Training Services.**

Contractors should provide a minimum percentage (%) discount off its MSRP/RSSP for the Wide Area Network (WAN) and/or Local Area Network Training Services Catalogs published by the manufacture they represent in Item (1) above. A zero (0) or a blank discount is a valid discount only with a related vendor link with product pricing or a brief description.

Percentage discounts shall only apply to the most current MSRP/RSSP published by manufacturer(s) the bidding company represents.

<u>Manufacturer Name</u>	<u>Vendor Link or Brief Description of Training Services:</u>	<u>% Discount</u>
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(AB) Advanced Network Management, Inc.		
Aruba	www.anm.com/Pricelists/aruba-education	5%
Cisco	www.anm.com/Pricelists/cisco-education	5%
HP	www.anm.com/Pricelists/hp-education	5%
Meraki	www.anm.com/Pricelists/cisco-education	5%
Juniper	www.anm.com/Pricelists/juniper-education	5%
Ruckus	www.anm.com/Pricelists/ruckus-education	5%
Extreme	www.anm.com/Pricelists/extreme-education	5%

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Item	Unit	Article and Description	Percent Discount
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04 1 **Optional: Minimum Discount from prices listed for Other Manufacturers not already listed in Item (001) above for Wide Area Network (WAN) and/or Local Area Network Equipment to include a One (1) year warranty.**

Contractors should provide a minimum percentage (%) discount off its MSRP/RSSP for the Other Manufacturers Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment to include a One (1) Year Warranty at No Added Cost to the Purchase of the equipment Catalogs published by the manufacture they represent. A zero (0) or a blank discount is a valid discount only with a related vendor link with product pricing or an uploaded vendor catalog price listing.

Percentage discounts shall only apply to the most current MSRP/RSSP published by manufacturer(s) the bidding company represents.

<u>Manufacturer Name</u>	<u>Vendor Link or Catalog Price Listing:</u>	<u>% Discount</u>
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(AB) Advanced Network Management, Inc.		
Dell/EMC	www.anm.com/Pricelists/dellemc-pricelist	10%
VMware	www.anm.com/Pricelists/vmware-pricelist	3%
Palo Alto Networks	www.anm.com/Pricelists/paloalto-pricelist	10%
F5	www.anm.com/Pricelists/f5-pricelist	12%
NetApp	www.anm.com/Pricelists/netapp-pricelist	15%
Pure	www.anm.com/Pricelists/pure-pricelist	12%
Veeam	www.anm.com/Pricelists/veeam-pricelist	10%
APC/Schneider	www.anm.com/Pricelists/se-pricelist	5%
AWS	www.anm.com/Pricelists/aws-pricelist	0.50%
Microsoft (Azure)	www.anm.com/Pricelists/microsoft-pricelist	0.50%

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Item	Approx Qty	Article & Description	Hourly Rate
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05 1 **Optional Related Service: Maximum Hourly Rates (\$) listed for Wide Area Network (WAN) and/or Local Area Network – Technical Support Services.**

Contractors should provide a maximum hourly rate for the Wide Area Network (WAN) and/or Local Area Network Technical Support Services to be used only for the purchase of new and existing WAN/LAN equipment from the proposed pricing catalog manufacture they represent in Item (001) and if applicable to the manufacturers proposed in Item (004) above.

Percentage hourly rates (\$) shall only apply to the published by manufacturer(s) the bidding company represents.

<u>Manufacturer Name</u>	<u>Description of General Support Services:</u>	<u>Hourly Rate</u>
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(AB) Advanced Network Management, Inc.		
All Manufacturers Bid	Contact Center Specialist	\$250
All Manufacturers Bid	Convergence Engineer	\$250
All Manufacturers Bid	Emergency Maintenance & Repair Business Hours (8:00 am-5:00 pm MDT)	\$225
All Manufacturers Bid	Emergency Maintenance & Repair After Hours (5:01 pm-7:59 am MDT)	\$225
All Manufacturers Bid	Installation Technician	\$195
All Manufacturers Bid	Onsite Maintenance and Repair Engineer	\$195
All Manufacturers Bid	Tier 4 Engineer/Architect	\$300
All Manufacturers Bid	ProjectLead/Coordinator	\$150
All Manufacturers Bid	Project Manager	\$195
All Manufacturers Bid	Unified Communication Engineer	\$225

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Item	Approx Qty	Article & Description	Percent Discount
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06 1 **Optional Related: Minimum Discount from prices listed for Wide Area Network (WAN) and/or Local Area Network equipment Related Software and Software Subscriptions.**

Contractors should provide a minimum percentage (%) discount off its MSRP/RSSP for the Wide Area Network (WAN) and/or Local Area Network related Software and/or Software Subscriptions published by the manufacture they represent in Item (001) above and if applicable to Item (004) below. A zero (0) or a blank discount is a valid discount only with a related vendor link with product pricing or a brief description.

Percentage discounts shall only apply to the most current MSRP/RSSP published by manufacturer(s) the bidding company represents.

<u>Manufacturer Name</u>	<u>Vendor Link or Brief Description:</u>	<u>% Discount</u>
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(AB) Advanced Network Management, Inc.		
Aruba	www.anm.com/Pricelists/aruba-pricelist	5%
Cisco	www.anm.com/Pricelists/cisco-pricelist	5%
HP	www.anm.com/Pricelists/hp-pricelist	5%
Meraki	www.anm.com/Pricelists/cisco-pricelist	5%
Juniper	www.anm.com/Pricelists/juniper-pricelist	5%
Ruckus	www.anm.com/Pricelists/ruckus-pricelist	5%
Extreme	www.anm.com/Pricelists/extreme-pricelist	5%

Certificate Of Completion

Envelope Id: D289BD8A028D47EE9A48AAE9D09791D1	Status: Completed	
Subject: GSD/SPD Procurement#: 20-00000-21-00010 ITB Award		
Source Envelope:		
Document Pages: 37	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 2	Vanessa LeBlanc
AutoNav: Enabled		13 Bataan Blvd
Envelopeld Stamping: Enabled		Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)		Vanessa.LeBlanc@state.nm.us
		IP Address: 164.64.63.2

Record Tracking

Status: Original	Holder: Vanessa LeBlanc	Location: DocuSign
11/15/2021 9:36:41 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: 11/15/2021 9:39:08 AM
Travis.Dutton-Leyda@state.nm.us		Viewed: 11/15/2021 10:00:56 AM
IT & Construction Bureau Chief		Signed: 11/15/2021 10:20:07 AM

New Mexico General Services, State Purchasing Division
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 73.127.219.222

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Vanessa LeBlanc		Sent: 11/15/2021 10:20:11 AM
vanessa.leblanc@state.nm.us		Viewed: 11/15/2021 10:25:55 AM
New Mexico General Services		Signed: 11/15/2021 10:26:04 AM

Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 76.127.41.204
Signed using mobile

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

Valerie Paulk		Sent: 11/15/2021 10:26:09 AM
valerie.paulk@state.nm.us		Viewed: 11/15/2021 10:35:31 AM
Signed of Behalf of State Purchasing Agent		Signed: 11/15/2021 10:35:43 AM

New Mexico General Services
Signing Group: 35000 - State Purchasing Agent
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 174.205.101.51
Signed using mobile

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

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

Status

Timestamp

Certified Delivery Events	Status	Timestamp
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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	11/15/2021 9:39:08 AM
Certified Delivered	Security Checked	11/15/2021 10:35:31 AM
Signing Complete	Security Checked	11/15/2021 10:35:43 AM
Completed	Security Checked	11/15/2021 10:35:43 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.