

Advanced Network Management, Inc

4001 Jefferson Plaza NE Albuquerque, NM 87109

Los Alamos County 1000 Central AvenueSuite 220 Los Alamos, NM 87544 NM State Wide Purchasing Agreement: NM 20-00000-21-00010AB

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Bart Goodman

Quote #: QT-000070574

LAC - LAC dHCI Expansion

| | | | | | | | | | February 01, 2024 | | |
|------------------------------|--|------------|----------|----------|-----|---------------------|---------------------------|------------------|-------------------------------|----------------|--|
| Part Number | Description | Start Date | End Date | Term(M) | Qty | List Price | Extended LP | Discount% | Price | Extended Price | |
| P52534-B21 | HPE DL380 Gen11 8SFF NC CTO Svr | | | | 3 | \$ 4,409.00 | \$ 13,227.00 | 54.17% | \$ 2,020.49 | \$ 6,061.47 | |
| P52534-B21 ABA | HPE DL380 Gen11 8SFF NC CTO Svr | | | | - | \$ - | \$ - | - | \$ - 5 | | |
| P67082-B21 | INT Xeon-G 6548Y+ CPU for HPE | | | | | | \$ 53,652.00 | 41.49% | \$ 5,231.62 | \$ 31,389.72 | |
| P67082-B21 0D1 | Factory integrated | | | | | \$ - | \$ - | - | \$ - \$ | | |
| P64707-B21 | HPE 64GB 2Rx4 PC5-5600B-R Smart Kit | | | | | , , , , , , , , | \$ 195,264.00 | 77.70% | \$ 907.03 | | |
| P64707-B21 0D1 | Factory integrated | | | | | \$ - | \$ - | | \$ - 5 | , | |
| P48813-B21 | HPE DL380 Gen11 2U 8SFF x1 TM Kit | | | | - | \$ 629.00 \$ - | \$ 1,887.00 \$ - | 55.05% | \$ 282.72 | | |
| P48813-B21 0D1 P10115-B21 | Factory integrated BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr | | | | - | 7 | \$ 7,386.00 | 77.42% | \$ - \$ \$ 277.93 \$ | , | |
| P10115-B21 P10115-B21 0D1 | Factory Integrated | | | | | \$ 1,231.00 | \$ 7,366.00 | 77.4270 | \$ 277.93 | | |
| 455883-B21 | HPE BLc 10G SFP+ SR Transceiver | | | | | | \$ 2,526.00 | 67.43% | \$ 274.22 | | |
| 455883-B21 0D1 | Factory Integrated | | | | | \$ - | \$ 2,520.00 | - | \$ - 5 | | |
| P38997-B21 | HPE 1600W FS Plat Ht Plg LH Pwr Sply Kit | | | | | 1 | \$ 4,110.00 | 69.77% | \$ 207.09 | | |
| P38997-B21 0D1 | HPE 1600W II FS Plat HtPlg Pwr Spply Kit | | | | | \$ - | \$ - | - | \$ - 5 | | |
| AF573A | HPE Rdnt 2m 10A C13-C14 Jpr Cord | | | | 6 | \$ 38.00 | \$ 228.00 | 75.24% | \$ 9.41 | s 56.46 | |
| AF573A 0D1 | HPE Rdnt 2m 10A C13-C14 Jpr Cord | | | | 6 | \$ - | \$ - | - | \$ - 5 | \$ - | |
| BD505A | HPE iLO Adv 1-svr Lic 3yr Support | | | 36 | 3 | \$ 469.00 | \$ 1,407.00 | 33.11% | \$ 313.71 | 941.13 | |
| BD505A 0D1 | Factory Integrated | | | | 3 | \$ - | \$ - | - | \$ - 5 | \$ - | |
| P51911-B21 | HPE DL360 Gen11 CPU1/OCP2 x8 Enable Kit | | | | 3 | \$ 120.00 | \$ 360.00 | 76.13% | \$ 28.65 \$ | \$ 85.95 | |
| P51911-B21 0D1 | Factory integrated | | | | 3 | \$ - | \$ - | - | \$ - 5 | \$ - | |
| P48820-B21 | HPE DL380/DL560 G11 2U High Perf Fan Kit | | | | 3 | \$ 972.00 | \$ 2,916.00 | 69.62% | \$ 295.30 | \$ 885.90 | |
| P48820-B21 0D1 | Factory integrated | | | | - | \$ - | \$ - | - | \$ - 5 | \$ - | |
| 875519-B21 | HPE Bezel Lock Kit | | | | | | \$ 267.00 | 60.21% | \$ 35.41 | | |
| 875519-B21 0D1 | Factory Integrated | | | | - | \$ - | \$ - | - | \$ - 5 | , | |
| P48922-B21 | HPE DL3XX G11 Intrusion cable Kit | | | | - | | \$ 114.00 | 77.68% | \$ 8.48 \$ | \$ 25.44 | |
| P48922-B21 0D1 | Factory integrated | | | | | \$ - | \$ - | - | \$ - 5 | | |
| P50400-B21 | HPE DL3XX Gen11 2U Com Bezel Kit | | | | | | \$ 264.00 | 62.80% | \$ 32.74 | | |
| P50400-B21 0D1 | Factory Integrated | | | | | \$ - | \$ - | - | \$ - 5 | | |
| P22020-B21 | HPE DL38X Gen10+ 2U CMA for Rail Kit | | | | - | | \$ 267.00 | 65.85% | \$ 30.39 | | |
| P22020-B21 0D1 | Factory Integrated | | | | | \$ - | \$ - | | \$ - 5 | , | |
| P35876-B21 | HPE CE Mark Removal FIO Enable Kit | | | | - | , | \$ 3.00 | 78.00% | \$ 0.22 | | |
| P48183-B21 | HPE NS204i-u Gen11 Ht Plg Boot Opt Dev | | | | - | | \$ 5,982.00 | 74.40% | \$ 510.38 | , , , , | |
| P48183-B21 0D1 | Factory integrated | | | | | \$ - \$ 233.00 | \$ - | | \$ - 5 | | |
| P48818-B21 P48818-B21 0D1 | HPE DL380/DL560 G11 High Perf 2U HS Kit | | | | - | \$ 233.00 \$ - | \$ 1,398.00 | 63.99% | \$ 83.91 S | | |
| P48818-B21 UD1 P52152-B21 | Factory integrated HPE DL380 G11 NS204i-u Internal Cbl Kit | | | | | 7 | \$ - \$ 492.00 | 71.23% | \$ - \$ \$ 47.19 \$ | | |
| P52152-B21 P52152-B21 0D1 | Factory integrated | | | | | \$ - | \$ - | /1.23/0 | \$ - 9 | | |
| P52341-B21 | HPE DL3XX Gen11 Easy Install Rail 3 Kit | | | | - | 7 | \$ 492.00 | 66.05% | \$ 55.67 | , | |
| P52341-B21 0D1 | Factory integrated | | | | - | \$ - | \$ - | - | \$ - 5 | | |
| R7A11AAE | HPE GreenLake COM En 3y Up ProLiant aaS | | | 36 | | + | \$ 1,350.00 | 10.00% | \$ 405.00 | | |
| 844477-B21 | HPE 25Gb SFP28 to SFP28 3m DAC | | | | | | \$ 4,704.00 | 77.70% | \$ 87.41 | | |
| R7L34A | HPE NS dHCI with Alletra 2140 CTO Shelf | | | | | | \$ 55,350.00 | 71.61% | \$ 15,714.38 | | |
| R7S84A | HPE Alletra 6000 92TB 24x3.84TB FIO Bdl | | | | 1 | | \$ 406,754.00 | 80.68% | \$ 78,599.81 | | |
| R9D23A | HPE C13 - C14 2m WW PDU FIO Pwr Cord | | | | 4 | \$ 15.00 | \$ 60.00 | 80.67% | \$ 2.90 | \$ 11.60 | |
| R7G12A | HPE Alletra 6000/H 4x800W FIO AC PS Kit | | | | 1 | \$ 5,400.00 | \$ 5,400.00 | 80.68% | \$ 1,043.48 | \$ 1,043.48 | |
| R6J22A | HPE Alletra 6000 2x100GbE 2p OCP Fld Upg | | | | 1 | \$ 3,600.00 | \$ 3,600.00 | 80.68% | \$ 695.65 | \$ 695.65 | |
| R7S90A | HPE Alletra 6000 46TB NVMe Fld Upgr | | | | 1 | \$ 214,080.00 | \$ 214,080.00 | 80.68% | \$ 41,368.12 | \$ 41,368.12 | |
| S1E77AAE | HPE Alletra 6000 Array Upg SW/Sup SaaS | | | | 1 | \$ - | \$ - | - | \$ - 5 | \$ - | |
| S1E77AAE CTF | 3yr Subscription | | | 36 | | \$ 200.00 | \$ 73,200.00 | 33.11% | \$ 133.78 | \$ 48,963.48 | |
| HA114A1 | HPE Installation and Startup Service | | | | | \$ - | \$ - | - | \$ - 5 | | |
| HA114A1 5A6 | HPE Installation and Startup Service HPE Startup 300 Series OS SVC | | | | - | \$ 1,550.00 | \$ 4,650.00 | 10.00% | \$ 1,395.00 | , | |
| HU4A6A3 | HPE DL360 Gen10 SDS Support | | | 36 | | \$ - | \$ - | - | \$ - 5 | | |
| HU4A6A300DK | HPE DL380 Gen11 Support | | | 36 | - | | \$ 18,192.00 | 25.68% | \$ 4,506.87 | | |
| HA124A1 | HPE Technical Installation Startup SVC | | | 36 | - | \$ - | \$ - | - | \$ - 5 | | |
| HA124A1 5MS | HP Technical Installation Startup SVC | | | 36 | | | \$ 2,796.00 | - | \$ 2,796.00 | | |
| HV9V8A1 | HPE Digital Learner - SMB Ed 1Yr Sub SVC | | | 36 36 | _ | \$ 1,250.00 \$ - | \$ 1,250.00 \$ - | 10.00% | \$ 1,125.00 | | |
| HU4A6A3 | HPE DL360 Gen10 SDS Support | | | | _ | 7 | 7 | | \$ - 5 \$ 5,813.83 | | |
| HU4A6A3 ZV6 HU4A6A3 ZUK | HPE Alletra 6000 AF 92TB 3.84 Flash Supp HPE Alletra 6000 2x100GbE 2p Kit Supp | | | 36 36 | | | \$ 15,645.00 \$ 120.00 | 62.84% 62.84% | \$ 5,813.83 \$ \$ 44.59 \$ | | |
| HU4A6A3 ZV5 | HPE Alletra 6000 2x100GbE 2p Kit Supp | | | 36 | | | \$ 8,234.00 | 62.84% | \$ 3.059.83 | | |
| HU4A6A3 ZVD | HPE Alletra 6000 AF 4616 3.64 Flash Supp | | | 36 | _ | , | \$ 2,368.00 | 62.84% | \$ 3,059.83 | , | |
| | The Extraction occording to Street Supp | | | 30 | - | 2,300.00 | 2,300.00 | 02.04/0 | y 0,5.57 , | , 0,5.57 | |

310,289.18 Sub-Total \$ Estimated Taxes \$ 1,332.33

\$310,835.09 - cost plus shipping

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

This quote is governed by the terms and conditions of the following contract: NM 20-00000-21-00010AB.

All software and/or hardware is subject to manufacturer terms and conditions.

Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except in the event of insufficient appropriations

made available by federal and/or state legislature, or as otherwise prohibited by court order or law.

All prices subject to change without notice. Supply subject to availability.

Taxes and Shipping costs are estimates and Customer agrees to pay the actual tax and shipping costs due as listed on the applicable invoice. Customer agrees to supplement their PO issued to ANM if necessary to authorize payment of actual invoiced taxes and shipping cost. NTTC required for non-taxable sales.

Amounts shown for Consumption-based products and services are estimates only, and Customer agrees to pay for invoiced amounts based on actual consumption. Customer agrees to supplement their PO issued to ANM as necessary to authorize payment of actual consumption-based costs.

Expedited shipping is subject to an additional charge.

All software and/or hardware is subject to manufacturer terms and conditions.

Purchase Orders should be issued to:

Customer Signature

Advanced Network Management, Address: 4001 Jefferson Plaza NE Albuquerque, NM 87109 NM Vendor ID # 0000051498 || NM Tax ID # CRS: 02-2617770-09 Federal Tax ID # 85-0427142 || DUNS # 83-909-5247 Credit: Net 30 Days (all credit terms subject to prior ANM credit approval)

Customer Name (Printed) Title

anm

Date



Terms and Conditions

These Terms and Conditions ("Agreement") apply to hardware and software (collectively, "Products") and services ("Services") that you ("Customer") purchase from Advanced Network Management, Inc. or its affiliates (collectively, "ANM"). Products that are manufactured by third-party vendors ("Manufacturers") and associated Services provided by such Manufacturers may be subject to additional terms which are available at https://anm.com/eulas-and-product-warranties/ ("Manufacturer's Terms") and incorporated into this Agreement by reference. Customer accepts this Agreement unless it has a separate signed agreement in which case that separate agreement will take precedence with the exception of the Manufacturer's Terms.

- 1. ORDERS. Customer may purchase Products and/or Services from ANM by signing an ANM-provided quote ("Quote"), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM in writing including, without limitation, in a Statement of Work (collectively, "Orders").
- 2. TERM. If Products or Services are provided on a subscription basis, ANM shall provide them from the initial date and for the period listed in the Order ("Initial Term"). Products or Services subject to a term that exceeds 12-months (e.g. 3-year subscription) ("Multi-Year Subscriptions") are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds. ANM reserves discretion to divide the payment for a Multi-Year Subscription into several payments as a convenience for Customer. Following the Initial Term, the Products or Services will automatically renew for a term equivalent in length to the then-expiring term ("Renewal Term") unless notice is provided to ANM at least 30 days prior to the end of the current term. Any Customer that is a government entity subject to non-appropriation of funds may terminate Products or Services that are subject to a Renewal Term by providing ANM notice at any time prior to the start of the Renewal Term.
- 3. PRICE. Prices provided on a Quote are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.
- 4. PAYMENT. Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. A service charge of 1.5% per month may be added to all past due balances until collected. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys' fees and costs.
- 5. SHIPPING. ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM's surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM's shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.
- 6. PRODUCT RETURNS; Products are non-returnable and the prices and fees associated therewith will be non-refundable except as permitted in this Section. Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process ("RMA"). Products damaged after shipment may not be returned. Customer is responsible for complying with all Manufacturer return requirements and Customer agrees that any return may be subject to an ANM restocking fee plus shipping costs which it authorizes ANM to offset against any amounts to be credited to Customer's ANM account. If Customer has not yet paid for the Product(s), ANM may invoice Customer for the restocking fee.
- 7. **SECURITY INTEREST.** Customer agrees that ANM shall have a purchase money security interest in all Products supplied to Customer by ANM under this Agreement until all payments due ANM for said Products are paid in full. ANM shall have the right to file in any state or local jurisdiction such financing statements as ANM deems necessary to perfect its purchase money security interest hereunder. Upon request by ANM, Customer hereby agrees to execute all documents necessary to secure ANM's purchase money security interest. Customer also agrees that this Agreement may be filed by ANM in any state or local jurisdiction as a financing statement (or as other evidence of ANM's purchase money security interest).
- 8. WARRANTIES. Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer's Terms; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products and Services. Product warranties and warranties for Services performed by the Manufacturer (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable warranties and indemnifications with respect to Products and Services performed by Manufacturers, which shall be Customer's sole and exclusive remedy relating to such Products and Services. With respect to Services performed by ANM, such Services shall be performed in a diligent, professional and workmanlike manner conforming to the requirements of the applicable Order. WITH THE EXCEPTION OF THE FOREGOING, ANM
- 9. INDEMNIFICATION. Unless prohibited by law, Customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys' fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.
- 10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED: (A) IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES; (B) THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT AND SERVICES PERFORMED BY MANUFACTURERS WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN; AND (C) THE MAXIMUM LIABILITY OF ANM WITH RESPECT TO
- 11. DISPUTES. The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction's laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.
- 12. NOTICES. Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.
- 13. **SEVERABILITY.** Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.
- **14. ENTIRE AGREEMENT.** This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.