



## State of New Mexico General Services Department

### Statewide Price Agreement

**Awarded Vendor:**  
**19 Awarded Vendors- See Pages 6-9**

Price Agreement Number: **60-00000-25-00021**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

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

Procurement Specialist: **Amber Sanchez** *AS*

Telephone No.: **(505) 670-1561**

Email: **Amber.Sanchez2@gsd.nm.gov**

**Invoice:**  
**As Requested at Time of Order**

**Title: Data Center, Wide Area Network (WAN) and/or Local Area Network (LAN) Equipment**

**Term: January 7, 2026 – January 6, 2030**

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

**Accepted for the State of New Mexico**

*Dorothy Mendonca*

Date: 1/6/2026

New Mexico State Purchasing Agent

*SM*

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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.

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**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 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 page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

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**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 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 or 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. NE**  
**Albuquerque, NM 87113**  
**Contact Name: Ed Pena**  
**Phone: (505) 889-3337**  
**Email: nmstate@abbatech.com**

**Delivery:** As Requested

**(AB) 0000051498**

**Advanced Network Management Inc.**  
**P.O. Box 561489**  
**Denver, CO 80256-1489**  
**Contact Name: Peggy Castner**  
**Phone: (866) 527-8822**  
**Email: bids@anm.com**

**Delivery:** Delivery times vary by OEM. ANM will  
delivery times on receipt of purchase order.

**(AC) 0000074720**

**Ardham Technologies Inc.**  
**8100 Lang Ave. NE Suite 300**  
**Albuquerque, NM 87109**  
**Contact Name: Nicole Abreu**  
**Phone: (505) 872-9040**  
**Email: sales@ardham.com**

**Delivery:** 8100 Lang Ave NE, Suite 300  
Albuquerque, NM, 87109

**(AD) 0000179410**

**Calian Corp.**  
**P.O. Box 671369**  
**Dallas, TX 75267-1369**  
**Contact Name: Margie Rocha Sr.**  
**Phone: (713) 780-7580**  
**Email: orders.caliancorp@calian.com**

**Delivery:** 5355 W Sam Houston Pkwy N Suite 390  
Houston, TX 77041

**(AE) 0000051787**

**Computer Assets Inc.**  
**P.O. Box 1364**  
**Espanola, NM 87532**  
**Contact Name: Damon Salazar**  
**Phone: (505) 365-7070**  
**Email: damon@computerassets.com**

**Delivery:** 3 - 7 days from Purchase Order receipt

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**(AF) 0000015018**

**ConvergeOne**

**NW 5806 P.O. Box 1450**

**Minneapolis, MN 55485-5806**

**Contact Name: Melanie Hager**

**Phone: (651) 796-7009**

**Email: mhager@onecl.com**

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

**(AG) 0000134530**

**Converged Networks LLC**

**2 Still Shadow Drive Suite G**

**Charleston, SC 29414**

**Contact Name: Michael Hauer**

**Phone: (843) 571-6400**

**Email: sales@convergednetworks.com**

**Delivery:** 2-3 business days upon approved order.

**(AH) 0000067375**

**CounterTrade Products Inc.**

**7585 W 66th Ave.**

**Arvada, CO 8003**

**Contact Name: Angela Dumm**

**Phone: (800) 444-9710**

**Email: sales@countertrade.com**

**Delivery:** FOB DEST free freight unless special handling is required (lift gate, overnight delivery etc.)

**(AI) 0000189181**

**EVOTEK Inc.**

**462 Stevens Ave. Suite 308**

**Solana Beach, CA 92075-2066**

**Contact Name: Mari Rodish**

**Phone: (858) 362-5083**

**Email: sales-operations@evotek.com**

**Delivery:** As Requested

**(AJ) 0000125873**

**Frontier Technology LLC**

**dba MicroAge**

**P.O. Box 876839**

**Kansas City, MO 64187-6839**

**Contact Name: Ryan Sierra**

**Phone: (505) 288-3884**

**Email: ryan.sierra@microage.com**

**Delivery:** FOB Destination

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**(AK) 0000064966**

**Harmonix Technologies Inc.**  
**4915 Paseo Del Norte NE Suite A**  
**Albuquerque, NM 87113**  
**Contact Name: Bree Morena de Santos**  
**Phone: (505) 205-1585**  
**Email: 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.

**(AL) 0000047013**

**Loial Inc.**  
**8401 Washington PL NE**  
**Albuquerque, NM 87113**  
**Contact Name: Aaron Jaramillo**  
**Phone: (505) 220-8783**  
**Email: sales@loialinc.com**

**Delivery:** 8401 Washington Pl NE  
Albuquerque NM 87113

**(AM) 0000006161**

**Century Link Communications LLC**  
**dba Lumen Technologies**  
**P.O. Box 52187**  
**Phoenix, AZ 85072-2187**  
**Contact Name: David Flierl**  
**Phone: (720) 779-8220**  
**Email: david.flierl@lumen.com**

**Delivery:** Delivery and lead times will vary by manufacturer. Lumen will verify time frames for delivery upon receipt of a purchase order.

**(AN) 0000182672**

**Netsync Network Solutions**  
**2500 West Loop South Suite 410**  
**Houston, TX 77027**  
**Contact Name: Matthew Rigsby**  
**Phone: (866) 974-5959**  
**Email: sales@netsync.com**

**Delivery:** As Requested

**(AO) 0000136255**

**One Technology Corporation**  
**10940 S Parker Rd #703**  
**Parker, CO 80134-7440**  
**Contact Name: Mat Brown**  
**Phone: (866) 663-8321**  
**Email: sledsales@one-technology.com**

**Delivery:** As Requested

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**(AP) 0000144169**

**Civic Tech Solutions LLC dba  
School Tech Solutions  
P.O. Box 1028  
Taos, NM 87571  
Contact Name: Doris Breier  
Phone: (575) 449-2484  
Email: purchasing@civitech.org**

**Delivery:** N/A

**(AQ) 0000177295**

**TEC34 LLC  
4900 Jefferson St. NE Suite E  
Albuquerque, NM 87109  
Contact Name: Phil Abeyta  
Phone: (505) 317-6952  
Email: solutions@tec34.com**

**Delivery:** As Requested by Procuring Entity –Standard lead time 5–10 business days for in-stock items; expedited or scheduled deliveries available statewide.

**(AR) 0000107069**

**Valcom Salt Lake City LC dba VLCM  
4135 Jackie Rd SW Suite 108  
Rio Rancho, NM 87124  
Contact Name: Monica Madrid  
Phone: (505) 379-8725  
Email: sales@vlcm.com**

**Delivery:** VLCM agrees to any and all delivery as required by the ITB including FOB as specified at the time of the order. VLCM will only ship complete and will not ship partial orders, unless specified by the customer to do so. VLCM will coordinate all deliveries with the customer's receiving and warehouse personnel. Any other requirements as required.

**(AS) 0000120260**

**Westwind Computer Products Inc.  
P.O. Box 93607  
Albuquerque, NM 87199-3607  
Contact Name: Paul Hartwig Sr  
Phone: (505) 532-2707  
Email: sled@wwcpinc.com**

**Delivery:** As Requested