State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000010429
Verizon Wireless
PO Box 9622
Mission Hills, CA 91346

Email: doug.robertson@verizonwireless.com
Telephone No. (949) 286-7000

Price Agreement Number: 20-000-00-00048DD
Price Agreement Amendment No.: Four
Term: June 4, 2012 through December 31, 2019

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

Invoice:
AsRequestedat time of order

Procurement Specialist: Debra Saiz
Telephone No.: (505) 827-0521
Email: debras.saiz@state.nm.us

Title: Wireless Services

This Price Agreement Amendment is to be attached to the respective Participating Addendum and become a part thereof.

In accordance with Participating Addendum provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2019 to December 31, 2019 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 06/28/19

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
June 13, 2019

TO: Verizon Wireless
PO Box 9622
Mission Hills, CA 91346-9622

doug.robertson@verizonwireless.com

SUBJECT: Extend the term of 20-000-00-00048DD - Wireless Services & Accessories

In accordance with NASPO ValuePoint Master Agreement #1907, Wireless Communications & Equipment, and all its amendments, by mutual agreement between the State of New Mexico State Purchasing Agent and Verizon Wireless, we would like to extend the above-referenced Price Agreement until 12/31/2019 at the same terms, price and conditions. Be advised, signature of this form is not notice of an award. You must receive a signed amendment for the extension from State Purchasing for this award to be in effect.

Please respond by e-mailing your signature on this memorandum to: Susan.Inman@state.nm.us, no later than 3:00 pm, June 19, 2019

(Please check only one)
☑ I wish to extend
☐ I do not wish to extend

Company Name & Address (if different than above):

Print Name: Todd Loccisano, Executive Director - Enterprise and Government Contracts

Signature of Authorized Representative: __________________________ Date: June 25, 2019

Thank you for your continued business.

Sincerely,

Susan Inman
State Purchasing Division
AMENDMENT #3 TO CONTRACT
Between the State of Nevada
Acting By and Through its
Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Torel Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

Cellco Partnership d/b/a/ Verizon Wireless
One Verizon Way
Basking Ridge, NJ 07920
Contact: Doug Robertson
Phone: (949) 246-8700
Email: doug.robertson@verizonwireless.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated April 16, 2012 (the "Contract"), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended to December 31, 2019 to allow time for execution of new Participating Addenda.
   During the extended time, from July 1, 2019 through December 31, 2019, no Product Addition Requests will be accepted.

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

[Signature]
Independent Contractor's Signature

3/15/2019
Date

Todd Loccisano
Executive Director
Contracting

Independent Contractor's Title

Jeffrey Heng, Administrator, State of Nevada

APPROVED BY NASPO Directors

On 3/22/2019
(Date)

Amendment 2
State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor:
0000010429
Verizon Wireless
P.O. Box 9622
Mission Hills, CA 91346-9622

Attn: RJ Fenolio
Phone: (702) 283-2200

Contract Number: 20-000-00-00048DD
Contract Amendment No.: Two
Term: June 4, 2012 – June 30, 2019

Procurement Specialist: Debra Saiz
Telephone No.: (505) 827-0521

Ship to:
All State of New Mexico Agencies, Commissions,
Institutions, Political Subdivisions and Local Public
Bodies allowed by law.

Invoice:
Same as “Ship To”

Title: Wireless Services & Accessories

This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following modifications effective immediately:

- The term expiration date of this agreement is extended from October 31, 2016 to June 30, 2019

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 08/17/2016
AMENDMENT #2 TO CONTRACT
Between the State of Nevada
Acting By and Through Its
Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: becker@admin.nv.gov

and

Cellco Partnership d/b/a/ Verizon Wireless
One Verizon Way
Basking Ridge, NJ 07920
Contact: RJ Fenolio
Phone: (702) 283-2200 Fax: (866) 917-7801
Email: RJ.Fenolio@VerizonWireless.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated April 16, 2012 (the “Contract”), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended from October 31, 2016 to June 30, 2019 to coincide with filing requirements by Federal E-Rate customers.

2. INCORPORATED DOCUMENTS The Contract is incorporated herein by reference.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the WSCA-NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Todd Loccisano
Independent Contractor's Signature

Greg Smith, Administrator, State of Nevada

Executive Director Enterprise & Government Contracts
Independent Contractor’s Title

On 8/9/14 (Date)

APPROVED BY WSCA-NASPO Directors

On ______________ (Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On 27 Aug 14 (Date)
State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor  
0000010429  
Verizon Wireless  
PO Box 9622  
Mission Hills, CA 91346-9622  

Telephone No. (702) 283-2200

Price Agreement Number: 20-000-00-00048DD

Price Agreement Amendment No.: One

Term: June 4, 2012 – October 31, 2016

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

Invoice:  
As Requested

Procurement Specialist: Gerrie Becker

Telephone No.: (505) 476-3121

Title: Wireless Services & Accessories

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

This amendment is issued to reflect the following effective immediately.

Please correct first sentence on first bullet under 10. Notice of Administration Fees on page 3 of 6 of  
Master Price Agreement to read:

The successful vendor will remit to the State of New Mexico Contract Manager an administrative fee  
in the amount of one half of one percent of all total sales for New Mexico State and any government  
entities as defined in Section 3 from this Contract and all IL – Individual Liable (employee) accounts.

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

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 7/13/2012

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000010429
Verizon Wireless
PO Box 9622
Mission Hills, CA 91346-9622

Telephone No. (702) 283-2200

Price Agreement Number: 20-000-00-00048DD
Payment Terms: See Contract
F.O.B.: See Contract
Delivery: See Contract

Procurement Specialist: Gerrie Becker
Telephone No.: (505) 476-3121

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

Invoice:
Statewide

Title: Wireless Services & Accessories

Term: June 4, 2012 thru October 31, 2016

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 6/1/2012

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter “Lead State”)

MASTER PRICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
Contract Number: 1907
(hereinafter “Contractor”)

And

State of New Mexico
Price Agreement # 20-000-00-00048DD
(hereinafter “Participating Entity”)

1. Scope: Verizon Wireless (“Contractor”) and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance (“WSCA” and/or “Customer”), have entered into a Master Service Agreement #1907 (“Contract”) with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state’s statutes to utilize state contracts.

2. Participation: Use of specific WSCA cooperative contracts by agencies, local public bodies and Native American Pueblos within the state authorized by an individual state’s statutes to use State of New Mexico contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to WSCA rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations. **Executive Agencies of State Government must have the Department of IT’s written approval to use this contract.**

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees.
3. Intentionally Omitted.

4. Lease Agreements: NONE

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

<table>
<thead>
<tr>
<th>Lead State</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Teri Smith, Purchasing Officer</td>
</tr>
<tr>
<td>Address</td>
<td>515 E. Musser St, Suite 300, Carson City, NV 89701</td>
</tr>
<tr>
<td>Telephone</td>
<td>775-684-0178</td>
</tr>
<tr>
<td>Fax</td>
<td>775-684-0188</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:tlsmith@admin.nv.gov">tlsmith@admin.nv.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Cellco Partnership d/b/a Verizon Wireless</td>
</tr>
<tr>
<td>Address</td>
<td>8350 East Crescent Pkwy, Attn: RJ Fenolio, Greenwood Village, CO 80111</td>
</tr>
<tr>
<td>Telephone</td>
<td>(702) 283-2200</td>
</tr>
<tr>
<td>Fax</td>
<td>(866) 917-8701</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:rj.fenolio@verizonwireless.com">rj.fenolio@verizonwireless.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participating Entity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Gerrie Becker</td>
</tr>
<tr>
<td>Address</td>
<td>1100 S. St. Francis Dr. Room 2016 PO Box 6850 Santa Fe, NM 87505</td>
</tr>
<tr>
<td>Telephone</td>
<td>505-476-3121</td>
</tr>
<tr>
<td>Fax</td>
<td>505-827-2484</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:gerrie.becker@state.nm.us">gerrie.becker@state.nm.us</a></td>
</tr>
</tbody>
</table>

6. Subcontractors: NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity’s Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.
8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 20-000-00-00048DD and the Lead State price agreement number: 1907

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the “American Recovery and Reinvestment Act of 2009” (“ARRA”): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

10. Notice of Administration Fees. Participant and any and all other Participating Entities including Individual Liable (IL) Users under this PA are hereby on notice of the following administration fees being paid by Contractor under the Contract.

- The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one half of one percent (.05%) of all total sales for New Mexico State and any government entities as defined in section 3 from this contract and all IL - individual liable (employee) accounts. Checks should be made payable to the State of New Mexico on a quarterly basis as follows:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Report &amp; Fee Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30</td>
<td>November 15</td>
</tr>
<tr>
<td>December 31</td>
<td>February 15</td>
</tr>
<tr>
<td>March 31</td>
<td>May 15</td>
</tr>
<tr>
<td>June 30</td>
<td>August 15</td>
</tr>
</tbody>
</table>
The Administrative Fee is based upon:
- Sale of all equipment;
- Service and supplies billing, including all Participating Entitites and IL (individual liable – employee) accounts.

11. Pay Equity Reporting. “Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form PE10-249 either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the required form annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

“Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

“Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

“Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.”
12. New Mexico Employees Health Coverage

For all contracts solicited and awarded on or after January 1, 2008: If the Offeror 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, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://insurenewmexico.state.nm.us/.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000, $500,000 or $1,000,000.
The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

<table>
<thead>
<tr>
<th>Participating State: New Mexico</th>
<th>Contractor: Verizon Wireless</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name: Lawrence O. Maxwell</td>
<td>Name: Todd Loceisano</td>
</tr>
<tr>
<td>Title: State Purchasing Agent</td>
<td>Title: Executive Director, Enterprise &amp; Government Contracts</td>
</tr>
<tr>
<td>Date: 6/5/12</td>
<td>Date: 6/11/2012</td>
</tr>
</tbody>
</table>

[Additional signatures as required by Participating State]