



# State of New Mexico General Services Department

## Statewide Price Agreement Cover Page

**Awarded Vendor**  
**0000010429**  
**Cellco Partnership dba**  
**Verizon Wireless**  
**One Verizon Way**  
**Basking Ridge, NJ 07920**

**Email:** [doug.robertson@verizonwireless.com](mailto:doug.robertson@verizonwireless.com)  
**Telephone No.** (949) 249-8700

Price Agreement Number: 90-000-18-00008AD

Payment Terms: Per Contract

F.O.B.: Per Contract

Delivery: Per Contract

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

Procurement Specialist: Theresa Mendibles

Telephone No.: (505) 827-0499

Email: <sup>DS</sup>theresa.mendibles@state.nm.us

**Initials:** \_\_\_\_\_

**Invoice:**  
**As Requested**

**Title: Wireless Data, Voice and Accessories**

**Term: May 11, 2020 thru June 30, 2024**

**This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on the attached Participating Addendum.**

Supporting documentation including pricing and the Master Agreement can be found at:

<https://www.naspo.valuepoint.org/portfolio/wireless-data-voice-and-accessories-2019-2024/verizon-wireless/>

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472  
 Travis Dutton-Leyda initials <sup>DS</sup>TD



NASPO ValuePoint  
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES  
Led by the state of Utah

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Master Agreement #: MA152

Contractor: VERIZON WIRELESS

Participating Entity: (STATE) OF NEW MEXICO

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA152) for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

All wireless data, voice and accessories offered by Verizon Wireless: <https://www.naspovaluepoint.org/portfolio/wireless-data-voice-iot-and-accessories-2019-2024/verizon-wireless/>

Participating Entity has elected to participate in **Category(ies)**:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Reserved

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. **New Mexico Administration Reporting and Fees:**

Contractor shall submit a Vendor Collected Administrative Fee ("VCAF"). The VCAF is a charge equal to One Percent (1.0%) of Contractor's net sales and will apply to all CRU purchases (net of any returns, credits, or adjustments) made under this Contract, less any credits, made to Purchasing Entities during the reporting periods as specified below.



NASPO ValuePoint  
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES  
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---

For reporting purposes: list VCAF payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division." This contract number **90-000-18-00008** must be included on all payments and Quarterly Sales Reports.

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

Sample Reports can be found at: <http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: [GSD.QuarterlyUsageR@state.nm.us](mailto:GSD.QuarterlyUsageR@state.nm.us)

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

6. **Reserved**

7. **Individual Customer:**

Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in 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 Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

8. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

State of New Mexico  
General Services Department  
Statewide Price Agreement



NASPO ValuePoint  
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES  
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Contractor

Name:	Todd Loccisano
Address:	10170 Junction Drive, Annapolis Junction, MD 20701
Telephone:	(949) 249-8700

Participating Entity

Name:	State of New Mexico
Address:	1100 South St. Francis Drive, Room 2016, Santa Fe, NM 87505
Telephone:	505-827-0499
Email:	theresa.mendibles@state.nm.us

9. **Software Terms and Conditions:** Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. **Taxes:**

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of any applicable taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

11. Reserved

12. Reserved

13. **Term:**

**THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED.** This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on August 11, 2024. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 10 years in accordance with NMSA 1978 §13-1-150.



NASPO ValuePoint  
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES  
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14. Termination:

- A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.
- B. Notice: Procuring Agency Opportunity to Cure.
- i. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Contractor's material breaches of this Agreement upon which the termination is based and (ii) state what the Contractor must do to cure such material breaches. Procuring Agency's notice of termination shall only be effective (i) if the Contractor does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Contractor does not, within the thirty (30) day notice period, notify the Procuring Agency of its intent to cure and begin with due diligence to cure the material breach. If a written notice is delivered under this section, the State will reimburse Contractor for products and/or services properly ordered and/or properly performed until the effective date of said notice (whether or not they have been fully paid for as of the date of the notice).
  - ii. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring 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 Procuring 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. If a written notice is delivered under this section, the State will reimburse Contractor for products and/or services properly ordered and/or properly performed until the effective date of said notice (whether or not they have been fully paid for as of the date of the notice).
  - iii. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (ii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed or products delivered prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

15. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. If a written notice is delivered under this section, the State will reimburse Contractor for products and/or services properly ordered and/or properly performed until the effective date of said notice (whether or not they have been fully paid for as of the date of the notice). The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.



NASPO ValuePoint  
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES  
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16. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

17. Conflict of Interest; Governmental Conduct Act:

- A. The Contractor represents to the best of its ability that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents that:
- i. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
  - ii. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
  - iii. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;
  - iv. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
  - v. in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
  - vi. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.
- B. Contractor's representations in paragraph A of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations in paragraph A of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations in paragraph A of this Clause were erroneous on the effective date of this Agreement or have become



NASPO ValuePoint  
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES  
Led by the state of Utah

---

erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

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

**18. Amendment:**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

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

**19. Merger:**

This Agreement, together with the Master Agreement, incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**20. Penalties for violation of law:**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

**21. Equal Opportunity Compliance:**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**22. Workers Compensation:**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with state laws and rules applicable to workers compensation benefits for its employees when required to do so, this Agreement may be terminated by the Procuring Agency.

**23. Applicable Law:**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**24. Invalid Term or Condition:**

State of New Mexico  
General Services Department  
Statewide Price Agreement





NASPO ValuePoint  
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES  
Led by the state of Utah

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If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**25. Enforcement of Agreement:**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**26. Non-Collusion:**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

**27. Notices:**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Name:	Mark Hayden, State Purchasing Agent
Address:	State Purchasing Division, 1100 St. Francis Dr., Room 2016, Santa Fe, NM87505

To the Contractor:

Name:	Doug Robertson
Address:	15505 Sand Canyon Ave Bldg D, Irvine, CA USA 92618
Telephone:	949-249-8700
Email:	<a href="mailto:Doug.robertson@verizonwireless.com">Doug.robertson@verizonwireless.com</a>

**28. Succession:**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Headings:**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

**30. Equitable Remedies:**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring





NASPO ValuePoint  
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES  
Led by the state of Utah

---

Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

31. **Assignment:**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

32. **Subcontracting:**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency.

33. **Condition of Proposed Items:**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

34. **Release:**

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

35. **Insurance:**

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), include the State of New Mexico, General Services Department or other party to this Agreement as additional insured as their interest may appear under this Agreement on the commercial general and commercial automobile liability insurance.

- A. Workers Compensation at the statutory limit and Employers liability with a limit \$100,000 each accident/disease/policy limit.
- B. Commercial general liability with a limit of \$3,000,000 per occurrence for bodily injury and property damage and \$3,000,000 general aggregate including contractual liability and personal and advertising injury; Commercial Automobile liability in an amount of \$3,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles used in connection with this agreement
- C. Contractor shall maintain the above insurance for the term of this Agreement and include the State of New Mexico, General Services Department as an additional insured as their interest may appear under this Agreement. Upon receipt of notice from its insurer(s) Contractor shall provide the State with thirty (30) days' prior written notice of cancellation of any required coverage. Contractor shall provide the State with a Certificate of Insurance evidencing the coverage required under this Agreement. Such certificate shall also provide that coverage is primary with any other valid and collectible insurance and provide a waiver of subrogation.

36. **Arbitration:**



NASPO ValuePoint  
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES  
Led by the state of Utah

---

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

37. Subcontractors:

All contactors, dealers, and resellers authorized in the State of *New Mexico*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

38. Orders:

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



NASPO ValuePoint  
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES  
Led by the state of Utah

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

Participating Entity: State of New Mexico <small>DocuSigned by:</small>	Contractor: Cellco Partnership dba Verizon Wireless <small>DocuSigned by:</small>
Signature: <i>Valerie Paulk</i>	Signature: <i>Todd Loccisano</i>
Name: Mark Hayden <small>23642E6142B6416...</small>	Name: Todd Loccisano <small>CD80E5219D09400...</small>
Title: State Purchasing Agent Purchasing Agent	Title: VP – Contract Management
Date: 5/12/2020   12:22 PM PDT	Date: 5/11/2020   12:14 PM MDT

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 430-4355
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

*[Please email fully executed PDF copy of this document to*

[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)

*to support documentation of participation and posting in appropriate data bases.]*