



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000056400
Daniel's Electric
DbA: Codan Radio Communications
43 Erie Street
Victoria, BC Canada V8V IP8

Contact: Cam Inouye
Email: LMRContracts@codanradio.com
Phone: (800) 664-4066

Price Agreement Number: 60-000-15-00019AD

Price Agreement Amendment No.: Three

Term: July 1, 2018 – December 31, 2021

NASPO Master Agreement No.: 06913

NASPO ValuePoint Link:
<https://www.naspovaluepoint.org/portfolio/public-safety-communications-equipment-radios-phase-one-2015-2021/daniels-electronics-dba-codan-radio-communications/>

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

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: (505) 629-9525

Email: Vanessa.LeBlanc@state.nm.us

Invoice:
As Requested

Title: **Public Safety Radio Communications Equipment & Services**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2021 to December 31, 2021 at the same price, terms and conditions.

Correct Vendor's Address

From:
43 Eric Street

To:
43 Erie Street

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

Valerie Paulk

Date: 7/6/2021

MARK HAYDEN, New Mexico State Purchasing Agent

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

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

JSL

Certificate Of Completion

Envelope Id: 206641985C8744889DC748BF279B0280
 Subject: Please DocuSign: 60-000-15-00019AD A003
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)


Status: Completed

 Envelope Originator:
 Vanessa LeBlanc
 13 Bataan Blvd
 Santa Fe, NM 87508
 Vanessa.LeBlanc@state.nm.us
 IP Address: 76.127.41.204


Record Tracking

Status: Original 7/6/2021 1:59:16 PM	Holder: Vanessa LeBlanc Vanessa.LeBlanc@state.nm.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

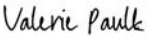
Signer Events

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 76.127.41.204	Sent: 7/6/2021 2:01:00 PM Viewed: 7/6/2021 2:01:07 PM Signed: 7/6/2021 2:01:12 PM

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

Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.127.219.222	Sent: 7/6/2021 2:01:13 PM Viewed: 7/6/2021 5:24:01 PM Signed: 7/6/2021 5:24:09 PM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 97.123.64.196 Signed using mobile	Sent: 7/6/2021 5:24:10 PM Viewed: 7/6/2021 5:31:54 PM Signed: 7/6/2021 5:40:39 PM
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Electronic Record and Signature Disclosure:
 Accepted: 5/29/2020 9:40:59 AM
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/6/2021 2:01:00 PM
Certified Delivered	Security Checked	7/6/2021 5:31:54 PM
Signing Complete	Security Checked	7/6/2021 5:40:39 PM
Completed	Security Checked	7/6/2021 5:40:39 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000056400
Daniel's Electric
DBA: Codan Radio Communications
43 Eric Street
Victoria, BC Canada V8V IP8

Attn: Katie Friesen
Telephone No. (800) 664-4066

Price Agreement Number: 60-000-15-00019AD

Price Agreement Amendment No.: Two

Term: July 01, 2018 – June 30, 2021

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

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Invoice:
As Requested

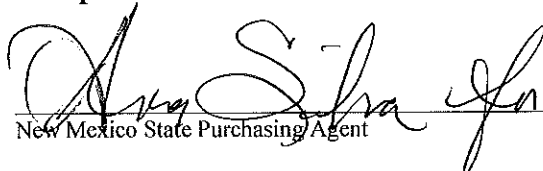
Title: Public Safety Radio Communications Equipment & Services

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

In accordance with the Price Agreement provisions and by mutual agreement of all parties, this Price Agreement is extended from July 01, 2018 through June 30, 2021.

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


New Mexico State Purchasing Agent

Date: June 30, 2018

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER AGREEMENT AMENDMENT	
	Contract No.:	06913
Daniels Electronics, LTD 43 Erie St Victoria, BC V8V 1-P8	Amendment No.:	2
	Effective Date:	July 1, 2018

**SECOND AMENDMENT
TO
CONTRACT NO. 06913
NASPO VALUEPOINT PUBLIC SAFETY COMMUNICATIONS EQUIPMENT**

This Second Amendment ("Amendment") to Contract No. 06913 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Daniels Electronics, LTD, a British Columbia, Canada corporation ("Contractor") and is dated as of July 1, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain NASPO ValuePoint Master Agreement No. 06913 for Public Safety Communications Equipment dated effective as of May 7, 2015 ("Contract").
- B. The Parties previously amended the Contract 06913 as follows:
 - a. Amendment No. 1 dated effective July 1, 2016 extended the Master Agreement term through June 30, 2018.
- C. The Parties intend to amend the Contract to extend the Master Agreement term an additional three (3) years.
- D. The Amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **CONTRACT EXTENSION.** The Parties mutually agree to extend NASPO ValuePoint Master Agreement 06913 through June 30, 2021.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

DANIELS ELECTRONICS, LTD
A BRITISH COLUMBIA, CANADA CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Cameron Inouye
 Name: ~~Stephen W. Chipok~~ Cameron Inouye
 Title: ~~President~~ Contract Manager
 Date: February 22, 2018

By: Scott Smith
 Name: Scott Smith
 Title: IT Contracts Manager
 Date: February 27, 2018



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000056400
Daniels Electric
DBA: Codan Radio Communications
43 Erie Street
Victoria, BC Canada V8V IP8

Attn: Katie Friesen
Telephone No. (800) 664-4066

Price Agreement Number: 60-000-15-00019 AD

Price Agreement Amendment No.: One

Term: July 01, 2016 - June 30, 2018

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

Procurement Specialist: Debra Saiz DS

Telephone No.: (505) 827-0521

Invoice:

As Requested

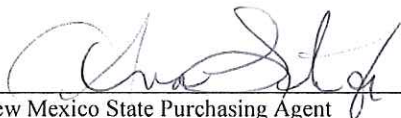
Title: Public Safety Radio Communications Equipment & Services

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

In accordance with Price Agreement provisions and by mutual agreement of all parties, this Price Agreement is extended from July 01, 2016 through June 30, 2018 at the same price, terms and conditions.

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

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 4/27/2016



Contract number: 06913

Contract name: Public Safety Communication Equipment

Contract Amendment

Date Issued: January 25, 2016

Effective Date: July 1, 2016

Amendment Number: 1

Contractor Name: Daniels Electronics Ltd dba Codan Radio Communications

This Contract Amendment is issued under the provisions of the contract referenced above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment – Per contract 06913 Section 1.5 Contract Term, DES offers to extend the contract with Daniels Electronics Ltd dba Codan Radio Communications for an additional two (2) years effective July 1, 2016 through June 30, 2018.

Authorizing Signatures

FOR CONTRACTOR: <i>Daniels Electronics Ltd dba Codan Radio Communications</i> 43 Erie Street Victoria, British Columbia, Canada V8V 1P8		FOR STATE OF WASHINGTON: <i>Department of Enterprise Services</i> 1500 Jefferson Street SE PO Box 41411 Olympia, WA 98504-1411	
Contact Name:	<i>Stephen W Chipok</i>	Contact Name:	Neva Peckham
Contact Title:	<i>Program & Contracts Manager</i>	Contact Title:	Contracts Specialist
Contact Phone:	<i>(800)664-4066 or (250) 382-8268</i>	Contact Phone:	360-407-9411
Contact Email:	<i>steve.chipok@codanradio.com</i>	Contact Email:	Neva.Peckham@des.wa.gov
Signature:	<i>[Signature]</i>	Signature:	<i>[Signature]</i>
Date:	<i>7 March 2016</i>	Date:	<i>3/7/16</i>
		DES Approving Manager:	
		Contact Name:	Farrell Presnell
		Contact Title:	Assistant Director, Department of Enterprise Services
		Contact Phone:	360-407-8820
		Contact Email:	Farrell.Presnell@des.wa.gov
		Signature:	<i>[Signature]</i>
		Date:	<i>4.1.2016</i>



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Contractor
0000056400
Daniel' Electric
DBA: Codan Radio Communications
43 Erie Street
Victoria, BC Canada V8VIP8

Attn: Katie Friesen
 Telephone No. 800-664-4066

Price Agreement Number: 60-000-15-00019AD

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Contract

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

Procurement Specialist: Debra Saiz *DS*

Telephone No.: 505-827-0521

Invoice:
As Requested

Title: **Public Safety Radios and Communications Equipment (06913)**

Term: **February 25, 2016 to June 30, 2016**

The New Mexico Statewide Price Agreement is made subject to the "terms and conditions" identified on the following pages of the NASPO ValuePoint Participating Addendum and Master Agreement.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 02/25/2016

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AD
NASPO ValuePoint
Public Safety Communication Equipment
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT No: 06913
Daniels Electronics Ltds dba: Codan Radio Communications
(hereinafter "Contractor")
And
State of New Mexico
(hereinafter "Participating State")

Page 1 of 7

1. Scope: This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded the following categories:

Base Station/Repeaters, Single-Band Tier II

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval 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.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

New Mexico Additional Terms and Conditions:

1. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the agency and are not employees of the State of New Mexico. The Contractor, and Contractor's 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 personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

2. 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.

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AD
NASPO ValuePoint
Public Safety Communication Equipment
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT No: 06913

Daniels Electronics Ltds dba: Codan Radio Communications
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State")

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3. Release

The Contractor, upon final payment of the amount due under this Master Agreement, releases the agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Master Agreement. 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.

4. 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 agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of 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 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://www.bewellnm.com/>

5. 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 the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the agency.

6. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico 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 PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AD
NASPO ValuePoint
Public Safety Communication Equipment
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT No: 06913

Daniels Electronics Ltds dba: Codan Radio Communications
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State")

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has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. 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 PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. 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) 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 this requirement 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) 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.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

7. Administrative Fees

The Contractor agrees to provide a utilization report on all sales and/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AD
NASPO ValuePoint
Public Safety Communication Equipment
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT No: 06913
Daniels Electronics Ltds dba: Codan Radio Communications
(hereinafter "Contractor")
And
State of New Mexico
(hereinafter "Participating State")

Page 4 of 7

<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

The periodic report shall include the gross total sales and other revenues (including commissions charged) for the period subtotaled by procuring agency or local public body name. Please note that the SPD is interested in the distinction between sales to state agencies and those to local public bodies (such as cities and counties) to evaluate to whom SPD contracts are most beneficial. Such information will aid in strategically sourcing future procurements to ensure SPD is meeting the needs of its customers.

Even if contractor experiences zero sales during the quarter, a report is still required. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Payment shall be made by check payable to the State Purchasing Division for an amount equal to **one percent (1.00%)** of the total sales and other revenues derived from New Mexico state agencies and local public bodies (including commissions charged) for the period. Contractors shall indicate the contract no: **60-000-15-00019 AD** and include the remittance check and the quarterly sales report. This fee is in addition to the fee specified in the WSCA-NASPO Master Agreement Terms and Conditions that is based on all sales under the Master Agreement. Remit Checks to:

State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Contract Administration Bureau Chief

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.SPInfo@state.nm.us

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

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AD
NASPO ValuePoint
Public Safety Communication Equipment
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT No: 06913
Daniels Electronics Ltds dba: Codan Radio Communications
(hereinafter "Contractor")
And
State of New Mexico
(hereinafter "Participating State")

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Contractor

Name	Katie Friesen
Address	43 Erie Street British Columbia V8V 1P8
Telephone	(800) 664-4066
Fax	(877) 750-0004
E-mail	LMRsales@codanradio.com

Participating Entity

Name	Debra Saiz
Address	1100 St. Francis Dr., Rm. 2016, Santa Fe, NM 87501
Telephone	(505) 827-0521
Fax	(505) 827-2484
E-mail	DebraS.Saiz@state.nm.us

5. Subcontractors:

All Codan Radio Communications dealers/resellers/distributers authorized in the State of New Mexico, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The **Codan Radio Communications** dealer's/resellers/distributers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # 06913 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributers so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **60-000-15-00019 AD** and the Lead State master price agreement number: 06913.

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AD
NASPO ValuePoint
Public Safety Communication Equipment
Lead by the State of Washington (hereinafter "Lead State")

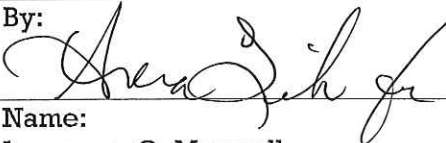
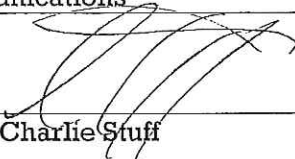
MASTER AGREEMENT No: 06913
Daniels Electronics Ltds dba: Codan Radio Communications
 (hereinafter "Contractor")
 And
State of New Mexico
 (hereinafter "Participating State")

8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow 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 and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 06913 (administered by the State of Washington) 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 Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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 Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of New Mexico	Contractor: Daniels Electronic, Ltd. dba: Codan Radio Communications
By: 	By: 
Name: Lawrence O. Maxwell	Name: Charlie Stuff
Title: NM State Purchasing Director	Title: Executive General Manager
Date:	Date:

PARTICIPATING ADDENDUM
NM Contract No. 60-000-15-00019 AD
NASPO ValuePoint
Public Safety Communication Equipment
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT No: 06913
Daniels Electronics Ltds dba: Codan Radio Communications
(hereinafter "Contractor")
And
State of New Mexico
(hereinafter "Participating State")

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NASPO ValuePoint

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovalupoint.org

[Fully executed PDF copy of this document should be emailed to PA@naspovalupoint.org to support documentation of participation and posting in appropriate data bases]