






CITY OF SANTA FE

DATE: January 13, 2025

TO: Randy Randall, Interim City Manager 
Randy Randall (Feb 7, 2025 09:07 MST)

VIA: Maria Sanchez-Tucker, Community Services Director 
MT

FROM: Margaret Neill, Library Division Director 

CC: Henri Hammond-Paul, Community Health and Safety Director
Marcella Apodaca, Business Operations Manager

SUBJECT: Retroactive Approval for a Contract

ITEM AND ISSUE:

Community Services/Library Division respectfully requests your review of a retroactive approval of the T-Mobile agreement for public use hotspots, per the City of Santa Fe Procurement Manual, Section XX: Retroactive Approval for a Contract or a Contract Amendment.

BACKGROUND AND SUMMARY:

The Library Division is requesting retroactive approval of the T-Mobile agreement, MUNIS FY25 contract number 3250327. The original agreement was entered in FY20 during the COVID-19 pandemic using Statewide Price Agreement #90-000-18-00008AC to help bridge the digital divide for community members who do not have internet access at home. The agreement was renewed in FY23, using the same pricing agreement. The original term of the agreement was for September 4, 2024 to September 6, 2026.

Per Section XX: Retroactive Approval for a Contract or Contract Amendment, the agreement meets the criteria for a retroactive approval:

- A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
- B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations

The Library began working on the renewal of contract number 3250327 in June of 2024, in advance of its September expiration. The Library had been without a Contracts Administrator since January 2024, so the agreement and approval process was being managed by the Library Division Director, the Library Systems Manager and the Library Project Administrator. The renewal agreement was sent to Legal for review on June 20, 2024. Legal requested more information on the existing agreement on July 3, 2024. On July 15, 2024, Legal gave notice that they were working on a red line version of the agreement to be sent back to T-Mobile

for review and approval. Legal requested more information on July 16, 2024. On August 1, 2024, Legal requested that the Library review their redlines before sending to the vendor for approval. On August 2, 2024, the Library reached out to Legal for a status update.

Legal responded on August 16, 2024, with the redline of the agreement, which was then sent to T-Mobile for review. T-Mobile sent their response on August 28, 2024, which was forwarded to Legal for review. Legal responded on August 29, 2024, notifying the Library that the agreement was in final review. On September 25, 2024, the Library requested an update and was notified that the contract was in final review.

On October 3, 2024, Legal sent an update on the status, notifying the Library that the contract was ready to sign after some modifications and that the original date on the agreement, September 4, 2024, needed to be updated. By this time, the Library had hired and trained a new Contracts Administrator, and they began working with Legal on the agreement. On October 16, 2024, Legal reached out and requested that the watermark DRAFT be removed from the redline contract before signing. The Library responded and sent the revised amendment to Legal for signature. Legal responded on October 24, 2024, that the packet was ready to be routed for signatures.

The Library began working on a complete packet for Procurement to approve. There was a delay due to the Vendor not submitting the correct COI to the City. The Contract Administrator submitted the packet to Procurement on November 20, 2024. On November 21, 2024, the Library's Contract Administrator resigned effective on that date. The Library Division Director, Library Systems Manager and the Library Project Administrator began working on all outstanding contracts and agreements, of which there were five. On December 16, 2024, the Library requested a status update from Procurement.

Procurement advised the Library that the packet had been rejected and requested a retroactive renewal for the agreement. In addition, the vendor had not submitted the revised COI, which caused another delay. The updated packet and COI were submitted to Purchasing on January 3, 2025. Procurement rejected the packet and requested a retroactive approval for the agreement.

ACTION REQUESTED:

Community Services/Library Division respectfully requests the retroactive approval of T-Mobile contract 3250327, with an effective date of September 4, 2024.

The Library already expended \$5,365.65 to keep the existing hotspots under the previous agreement. The hotspots are vital to ensuring that community members have access to the internet and the payment was made so that the hotspots would not be disabled. The Library has budgeted funds for FY25. If the agreement is not approved, the Library will no longer be able to provide the community with access to hotspots. The overall percentage of households in Santa Fe County with broadband access is 84%, however, that percentage drops below 70% in certain parts of the City, particularly the south side, showing a need for reliable internet access in the community.

Renewal Agreement extends the term for total compensation of \$19,200.00 per year for a term of two years, not to exceed a \$38,400.00

The cost will be split between two funds:

1000101-530710: \$13,364.35

2510104-530710: \$1,000.00

Term: September 4, 2024 to September 4, 2026.

Signature: 
Maria Tucker (Jan 13, 2025 10:41 MST)

Email: metucker@santafenm.gov

ATTACHMENTS:

Procurement Document: SWPA/Existing Contract

Vendor's Quote

Select Contract Type

Memo

Statewide Price Agreement

Renewal Agreement

Quote

Horizon Declination

Certificate of Liability Insurance

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The Library entered into an agreement with T-Mobile in FY20 using Statewide Pricing Agreement # 90-000-18-00008AC and renewed the agreement in FY23. The master agreement 90-000-18-00008AC expires on 06/30/2025.

Chief Procurement Officer (CPO) / Designee: *John Jeff* **Date:** Jan 31, 2025
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100; Library/Fund 251

Munis Org Name/Number: Library Admin/1000101; SSLibrOps/2510104

Munis Object Name/Number: Software Subscriptions/530710; Software Subscriptions/530710

Budget Officer / Designee: *Andy Hopkins* **Date:** Feb 3, 2025
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project** ☐ Yes | ☒ No

Project Ledger #: _____

(*will this procurement result in a tangible item that costs more than \$5,000?)

(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

0000055488

T-Mobile USA, Inc. dba T-Mobile

PO Box 742596

Cincinnati, OH 45274

Contact: David Benzant

Email: david.benzant@t-mobile.com

Telephone No.: (602) 512-5006

Number: **90-000-18-00008AC**

Amendment No.: **One**

Term: **December 10, 2019 – June 30, 2025**

NASPO ValuePoint Link:

<https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2029/t-mobile-usa-inc/>

Ship To:

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

Procurement Specialist: **Theresa Mendibles** *TM*

Telephone No.: **(505) 795-1894**

Email: **theresa.mendibles@gsd.nm.gov**

Invoice:

As Requested

Title: Wireless Data, Voice and Accessories

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 June 30, 2024 to June 30, 2025 at the same price, terms and conditions.

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

Dorothy Mendonca

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: *5/7/2024*

Certificate Of Completion

Envelope Id: 1DF5D4DDBCFE4E299ED0BCE0791868AE

Status: Completed

Subject: Please DocuSign: 90-000-18-00008AC A001 T-Mobile

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Theresa Mendibles

AutoNav: Enabled

1100 S Saint Francis Dr

Enveloped Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Theresa.Mendibles@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Theresa Mendibles

Location: DocuSign

5/6/2024 4:17:19 PM

Theresa.Mendibles@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Michael Saavedra



Sent: 5/6/2024 4:20:04 PM

Michael.Saavedra@gsd.nm.gov

Viewed: 5/7/2024 7:27:35 AM

IT and Const. Bureau Chief

Signed: 5/7/2024 7:28:56 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Theresa Mendibles



Sent: 5/7/2024 7:28:57 AM

theresa.mendibles@gsd.nm.gov

Viewed: 5/7/2024 9:25:35 AM

GSD IT PROCUREMENT SPECIALIST

Signed: 5/7/2024 9:25:42 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 6/1/2020 5:55:33 PM

ID: a1931c7b-74ec-4e14-aa46-8324a6999adc

Dorothy Mendonca



Sent: 5/7/2024 9:25:43 AM

dorothy.mendonca@gsd.nm.gov

Viewed: 5/7/2024 11:36:27 AM

SPD Division Director / State Purchasing Agent

Signed: 5/7/2024 11:36:35 AM

General Services Department

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

Using IP Address: 164.64.62.10

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

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
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/6/2024 4:20:04 PM
Certified Delivered	Security Checked	5/7/2024 11:36:27 AM
Signing Complete	Security Checked	5/7/2024 11:36:35 AM
Completed	Security Checked	5/7/2024 11:36:35 AM
Payment Events	Status	Timestamps
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.SPDinfo@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**

Statewide Price Agreement Cover Page

Awarded Vendor

0000055488

T-Mobile USA, Inc. dba T-Mobile

PO Box 742596

Cincinnati, OH 45274

Email: david.bezzant@T-Mobile.com

Telephone No. (602) 512-5006

Price Agreement Number: **90-000-18-00008AC**

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** *Jam*

Telephone No.: **(505) 827-0499**

Email: **theresa.mendibles@state.nm.us**

Invoice:

As Requested

Title: Wireless Data, Voice and Accessories

Term: December 10, 2019 – June 30, 2024

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

NASPO ValuePoint

PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176-1

Contractor: **T-MOBILE USA, INC.**

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: MA176-1) 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

Contractor was awarded Categories 1, 2, 3A, and 3C.

All wireless data, voice and accessories offered by T-Mobile USA, Inc.:

<https://www.naspovaluepoint.org/portfolio/wireless-data-voice-iot-and-accessories-2019-2024/t-mobile-usa-inc/>

Participating Entity has elected to participate in **Categor(ies)**

1: Cellular Wireless Services

2: Equipment and Accessories

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. Participating Entity Modifications or Additions are *(as follows/attached and incorporated as **Exhibit A**.*

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. Administrative Fee and Reporting: see Exhibit A.

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

E.g. Master Agreement requires that Contractor provide Participating Entities with specific equipment sales summaries at no additional cost; as well as custom reports (usage reports which include full itemization of call details, such as the information on the Contractor's standard bill for Participating Entities' accounts, to enable verification of usage including: (1) call date, call number, call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

6. Purchase Order Instructions: see Exhibit A.

Insert any state-specific instructions/requirements for placing orders, including the requirement to include the Contract or Purchase Order Number. If Category 3 is included in your PA, address requirements for Statements of Work (SOW's) as well.

7. Individual Customer: see Exhibit A.

Sample Language – "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."

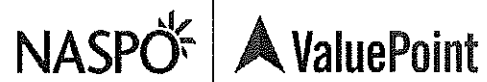
8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	David Bezzant
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

NASPO ValuePoint

PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Participating Entity

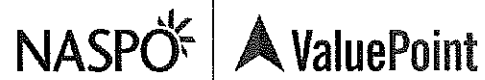
Name:	State of New Mexico
Address:	1100 South St. Francis Drive, Room 2016, Santa Fe, NM 87505
Telephone:	505-827-0499
Email:	theresa.mendibles@state.nm.us

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. Entire Agreement:

NASPO ValuePoint

PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

EXHIBIT A

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 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.

D. Retainage.
Reserved

E. Performance Bond.
Reserved

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 June 30, 2024. The agency reserves the right to renew the contract beyond this date on an annual basis by mutual Agreement not to exceed a total of 10 years beyond its date of original execution in accordance with NMSA 1978 §13-1- 150.

NASPO ValuePoint



PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

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 (including non-payment) of this Agreement.

B. Notice; Opportunity to Cure.

1. 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. The Procuring Agency's written notice of termination for default shall identify the breach upon which the termination is based and shall only be effective if Contractor fails to cure that breach within thirty (30) days.

2. 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.

3. 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 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.

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. 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**

Led by the state of Utah

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.

Conflict of Interest: Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants 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 and warrants that:

- 1) 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;
- 2) 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;
- 3) 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;
- 4) 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

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PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

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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;

5) 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

6) 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.

C. Contractor's representations and warranties in paragraphs A and B 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 and warranties in paragraphs A and B 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 and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become 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.

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

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.

B. 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.

Merger:

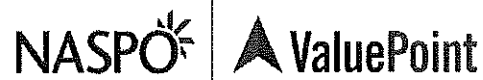
This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of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

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.

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



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PARTICIPATING ADDENDUM**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

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.

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 Procuring Agency.

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.

Records and Financial Audit:

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

Invalid Term or Condition:

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.

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.

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.

Notices:



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PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

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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:

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

To the Contractor:

Name:	David Bezzant
Address:	12920 SE 38th Street, Bellevue, Washington 98006 with a copy to: Legal Department - Sales and Distribution T-Mobile USA, Inc. 12920 SE 38th Street, Bellevue, Washington 98006
Telephone:	602-512-5006
Email:	David.bezzant@T-Mobile.com

Succession:

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

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.

Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irreparable 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 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.

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 this Agreement,

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PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

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Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, 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://insurenwnewmexico.state.nm.us/>.

Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all third-party actions, proceeding, claims, demands, costs, damages, reasonable attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or willful misconduct of the Contractor, its officers, or employees, resulting in injury or damage to persons or property during the time when the Contractor or any officer or employee has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer or employee under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than ten (10) days after it receives notice thereof, notify the Procuring Agency contact identified in the Notices clause by certified mail.

Default and Force Majeure:

The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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.

Subcontracting:



NASPO ValuePoint
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

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. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

Commercial Warranty:

The Contractor warrants that property furnished under this Agreement shall be delivered new and in original manufacturer's packaging. Because the Contractor is not the manufacturer of said property, it provides the property "as-is" and agrees to pass through the standard device manufacturer warranty (generally, 12 months) to Procuring Agency. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or in equity.

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.

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.

Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. 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.

Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

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PARTICIPATING ADDENDUM**WIRELESS, DATA, VOICE AND ACCESSORIES**

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B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

Incorporation by Reference and Precedence:

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

Inspection of Services:

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the

State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

NASPO ValuePoint

PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

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- C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - (2) reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:
- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
 - (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

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PARTICIPATING ADDENDUM**WIRELESS, DATA, VOICE AND ACCESSORIES**

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- b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

Arbitration:

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

New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "**Gross total sales**" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list 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 no later than 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



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

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

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

1. Lease Agreements: Reserved

2. **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.

3. **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.

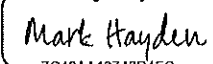
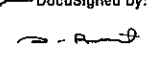
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PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

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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	Contractor: T-Mobile USA, Inc. dba T-Mobile
Signature: <small>DocuSigned by:</small>  <small>7C42AA13742D4FC...</small>	Signature: <small>DocuSigned by:</small>  <small>8F688CC9343743C...</small>
Name: Mark Hayden	Name: David Bezzant
Title: State Purchasing Agent	Title: Sr. Director
Date: 12/9/2019	Date: 11/25/2019

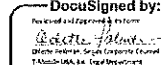
For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 430-4355
Email:	sberry@naspovaluepoint.org

*[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.]*

Reviewed and Approved as to Form:

DocuSigned by:
Reviewed and Approved as to Form

DocuSigned by: T-Mobile USA, Inc. Legal Dept.
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T-Mobile USA, Inc. Legal Dept.

T-Mobile for Education Renewal Agreement

This T-Mobile for Education Renewal Agreement ("**Renewal Agreement**") is effective as of the date the second Party signs this Agreement below ("**Renewal Agreement Effective Date**"), and is by and between **T-Mobile USA, Inc.**, a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and **City of Santa Fe on behalf of K-12 Organizations**, a New Mexico Education K-12, with its principal place of business at 200 Lincoln Avenue, Santa Fe, New Mexico 87501 ("**Customer**").

T-Mobile and Customer are parties to the following T-Mobile for Education agreement(s) (the "**Original Agreement(s)**"):

T-Mobile for Education Covid-19 Agreement (Hotspot), dated November 20, 2020 (T-Mobile CLM# 939034).

T-Mobile and Customer desire to renew their Original Agreement(s) in accordance with the terms and conditions of this Renewal Agreement. The Original Agreement(s) and this Renewal Agreement are collectively the "**Renewed Agreement.**"

AGREEMENT

1. Renewal Term. The parties agree that the term of each of the Original Agreement(s) listed above is renewed for the following renewal period ("**Renewal Term**"):

A 24-month Renewal Term commencing on September 4, 2024 and ending on September 4, 2026.

The Parties acknowledge and agree that the Renewal Term (i) is intended to extend the Term of each Original Agreement listed above, and (ii) represents the new service term/period for all renewed lines under each Original Agreement listed above.

Notwithstanding anything to the contrary in the Original Agreement(s) or this Renewal Agreement, the Renewed Agreement will remain in effect until each active line of Service under the Original Agreement(s) and this Renewal Agreement has completed its minimum service term. In addition, following the expiration of the applicable Renewal Term, T-Mobile will continue to provide the Services to Customer under the pricing and discounts set forth in the Renewed Agreement, or, with 30 days' advance notice to Customer, at standard list pricing, until either party provides 30 days' advance written notice to terminate the Services.

2. Renewal of Service/Devices. Customer activated a total of 120 lines of Service ("**Original Line Number**") and purchased/received a total of 120 Devices ("**Original Device Number**") pursuant to the Original Agreement(s). This Renewal Agreement applies to the following portions of the Original Line Number and Original Device Number:

80 lines of Service and 80 Devices. Customer is now reducing its number of active lines of Service by 40 lines of Service and 40 Devices.

T-Mobile will provide Customer with a number of similar (i.e., hotspot, tablet, as applicable) replacement Devices ("**Replacement Devices**") for the Renewal Term, as follows:

T-Mobile will provide Customer with 80 Replacement Devices upon commencement of the Renewal Term at a 100% discount off MSRP for each New Device.

With respect to lines of Service that receive a Replacement Device with the Device Discount/Subsidy described above, the Device Discount/Subsidy repayment (i.e., "clawback") terms and conditions in the applicable Original Agreement(s), if any, will be applied in the same manner to such Replacement Devices with respect to the Renewal Term. Customer's total commitment for Replacement Devices is shown in the following table:

Total# of Replacement Devices	Per Device MSRP (Full MSRP)	Device Percentage Discount	Per Device Price After Discount ¹	Total Customer Commitment for Replacement Devices ²
80	\$198 Franklin JEXstream RG2100 SG	100%	\$0	\$0

¹ "Per Device Price After Discount" is calculated by multiplying (i) the "Per Device MSRP (Full MSRP)" by (ii) the "Device Percentage Discount."

² "Total Customer Commitment for Replacement Devices" is calculated by multiplying (i) the "Total# of Replacement Devices" by (ii) the "Per Device Price After Discount."

3. Total Order. Customer agrees to renew the following lines of Service and Devices. Amounts below do not include any applicable taxes and surcharges.

Total# of Lines of Service	Rate Plan MRC	Service Period Length (months)	Total Service Charge for Term	Pre-Discount/ Subsidy Cost per Device	Total Pre-Discount/ Subsidy Cost of Devices	Total Subsidy Amount to Customer (Device Discount/Subsidy x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement ¹
80	\$20 SOC: GMIEDUNL	24	\$38,400	\$198 Franklin JEXstream ,RG2100 SG	\$15,840	\$15,840	\$38,400

¹ "Total Customer Commitment for Service and Device for the Term of the Agreement" is equal to (i) the "Total Service Charge for Term," plus (ii) the "Total Pre-Discount/Subsidy Cost of Devices," minus (iii) the "Total Subsidy Amount to Customer."


4. Prepayment. Customer may, at its option, prepay in whole or in part Customer's total fee commitment for Services and Devices ordered under this Renewed Agreement. With respect to any such prepayment (or any other related payment), Customer is solely responsible for ensuring Customer's compliance with all applicable Federal, State and Local funding source and procurement laws, rules and regulations (including, without limitation, laws, rules and regulations under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Customer represents and warrants compliance with the same.

5. The parties acknowledge and agree that Exhibit A (City of Santa Fe ADDENDUM) is hereby incorporated and attached hereto.

S. Privacy. If Customer allows end users under the age of 13 to use the Services, Customer and T-Mobile agree to the terms and representations contained in the "COPPA Notice Addendum" attached as Exhibit B to this Agreement. Customer, and not T-Mobile, will be fully responsible for any claims relating to Customer's failure to: (i) properly notify Eligible Students about any data collection and/or monitoring of use of the Services and Devices; or (ii) collect any necessary consent relating to an Eligible Student's use of the Services and Devices.

6. Except as modified by this Renewal Agreement, all terms and conditions of the Original Agreement(s) will remain in full force and effect during the Renewal Term. All terms not defined herein will have the meaning given to them in the Original Agreement(s). In the event of a conflict between the terms of this Renewal Agreement and the Original Agreement(s), the terms of this Renewal Agreement will control.

This Renewal Agreement is executed by each party's authorized representative as of the Renewal Agreement Effective Date.

Customer: City of Santa Fe on behalf of K-12 Organizations	Contractor: T-Mobile USA, Inc.
Signature:	Signature:  <small>David Bezzant, T-Mobile USA (Nov 6, 2024 15:50 MST)</small>
Printed Name:	Printed Name: David Bezzant, T-Mobile USA
Title:	Title: Vice President
Date:	Date: 11/06/2024
	Reviewed and Acknowledged:
	T-Mobile USA, Inc. Legal Representative

Attest:


ANDREA SALAZAR (Feb 7, 2025 12:05 MST)

~~Geralyn Cardenas, Interim City Clerk~~

xiv

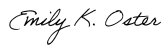
City Attorney's Office:



Oct 24, 2024

Assistant City Attorney

Approved for Finances:



Emily Oster, Finance Director

EXHIBIT A
City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the Renewal Agreement between T-Mobile (Contractor) and the CITY OF SANTA FE (City) (T-Mobile CLM 2759203).

TERMINATION

This Agreement may be terminated by City upon 30 days written notice to the CONTRACTOR.

INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend CITY from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CONTRACTOR's performance under this Agreement as well as the performance of CONTRACTOR's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. CITY and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

CONTRACTOR shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CITY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, CONTRACTOR agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

RELEASE

CONTRACTOR, upon acceptance of final payment of the amount due under this Agreement, releases the CITY, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. CONTRACTOR agrees not to purport to bind CITY to any obligation not assumed herein by CITY unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

CONTRACTOR shall maintain general liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CONTRACTOR shall furnish CITY with proof of insurance of CONTRACTOR's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CITY and CONTRACTOR. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

EXHIBIT B

COPPA Notice Addendum

T-Mobile is providing Customer with direct notice of its data collection, use and disclosure practices set forth below that relate to the Service(s). Customer has read this notice, consents on behalf of parents and guardians of children under 13 to the collection, use and disclosure practices described below, and authorizes T-Mobile to engage in such practices.

Direct Notice of T-Mobile's Data Collection, Use, and Disclosure Practices

We need your consent to collect personal information from your child(ren) in connection with the T-Mobile for Education service. We will not collect, use, or disclose any personal information from children under 13 if you do not provide such consent. This privacy notice describes the personal information we collect and how we use it. The Federal Trade Commission has stated that a district or school may consent to such data collection, use, and disclosure on behalf of the parent or guardian to the extent such data collection, use, and disclosure is to provide services solely for the benefit of the school.

T-Mobile intends to collect the following personal information from your child(ren):

- **Data Usage:** T-Mobile tracks quantity of broadband internet data usage to have that usage total counted against applicable data usage/streaming limits, if any. As part of delivering this service, T-Mobile also receives the IP address associated with the websites visited.
- **Unique identifiers:** T-Mobile collects a device and network identifier to authenticate the device on our network and provide the service.
- **Bandwidth data:** T-Mobile may share device-level bandwidth data with the educational institution at the educational institution's specific request, to allow the educational institution to stay informed on devices that exceed applicable data usage/streaming limits.

T-Mobile uses this personal information only to provide internet connectivity and perform internal analytics. T-Mobile may disclose this personal information to its service providers for assistance in delivering the service, and they must treat this information as confidential and use it only for the purposes for which T-Mobile engaged them. T-Mobile will not disclose information that may be associated with your child to any other entities.

Please be advised that T-Mobile provides connectivity to the general internet through the T-Mobile for Education service. That connectivity allows children to access websites that may involve data collection by third parties. T-Mobile is not responsible for the data collection activities of these third parties and you should carefully monitor your child's use of the service.

For more information, please visit "Our Privacy Policies" at <https://www.t-mobile.com/privacy-center/our-practices>.






TMobile for Education Library-Final CAO

Final Audit Report

2024-10-24

Created:	2024-10-24
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMcWzGdzm5oKVdk8wqfIHs3dCiePDf0CG

"TMobile for Education Library-Final CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-10-24 - 3:45:37 PM GMT- IP address: 63.232.20.2
-  Document emailed to Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov) for signature
2024-10-24 - 3:46:03 PM GMT
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
2024-10-24 - 3:56:41 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2024-10-24 - 3:58:36 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-10-24 - 3:58:36 PM GMT

T-Mobile Quote



T-Mobile USA
12920 SE 38th St.
Bellevue, WA
98006-1350

Quote Number: 2024111224529
T-Mobile Quote

Billing address : Santa Fe Public Library
Purchasing Office
PO Box 909
Santa Fe, NM 87504

Account name: Santa Fe Public Library
Account number: 971561898

Item	Code Description	Item Total
1	T-Mobile Quote	\$14,364.35
Grand Total		\$14,364.35

REMIT ADDRESS:
T-Mobile, PO Box 742596, Cincinnati, OH 45274-2596

Customer Service Number 1-800-937-8997
Tax ID:91-1983600
DUNS:068528376
Actual taxes and fees may vary

Approved

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

Please note that the Council is in the process of reviewing and adding services that are suitable for State Use and services may be added or removed from this list in the future.

-
- ADA Accessibility Consulting Services
 - Auctioneering Services
 - Bulk Mailing and Sorting
 - Botanical Services
 - Call Center Services
 - Car Washing
 - Clerical Data Entry
 - Computer Refurbishing
 - Courier Services
 - Debris Removal
 - Decontamination, Sanitation and Sterilization Services
 - Dishwashing Services
 - Document Imaging
 - Document Shredding
 - Envelope Stuffing
 - Event Planning
 - General Labor
 - Greeting Services
 - Hard Drive Destruction
 - Janitorial and Housekeeping Services - Including COVID-19 Disinfecting and other Disinfecting Services
 - Kit Assembling
 - Landscape Irrigation
 - Landscaping

- Lobby Attendant
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Moving Services
- Pest Control and Extermination Services
- Plant Rental Services
- Printing Services
- Receptionist, Filing and Clerical Services
- Recycling Services
- Rest Area Maintenance
- Screen Printing
- Shelf Stocking and Restocking
- Snow Removal
- Transcription Services
- Transportation
- Wildlife Services Management
- Yard, Grounds, and Lawn Maintenance



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)

1/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1358772 T-Mobile US, Inc. Its Subsidiaries and Affiliates 12920 SE 38th Street Bellevue WA 98006	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B : The Continental Insurance Company		35289
	INSURER C : Transportation Insurance Company		20494
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 21167066 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	7012343900	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	7012343878	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	7014886953 SIR applies per policy terms & conditions	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7012343895 (AOS) 7012343881 (CA) 7012447142 (AZ,MA,OR,WI)	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

The Certificate Holder and other entities defined by written contract, statute, permit application or written agreement are additional insureds on a primary and non-contributory basis under general liability and are additional insured under automobile liability as required by written contract. Waiver of Subrogation applies under general liability and automobile liability as required by written contract. **See Attached Endorsements**

CERTIFICATE HOLDER**CANCELLATION** See Attachments**21167066**City of Santa Fe Public Library
145 Washington Ave.
Santa Fe, NM 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Santa Fe Public Library
145 Washington Ave.
Santa Fe, NM 87501

IMPORTANT NOTICE

Dear Certificate Holder for T-Mobile and its subsidiaries (including Sprint):

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 21167066**

- Email: stl-edelivery@lockton.com
- Phone: 314-812-3888

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies



POLICY HOLDER NOTICE – COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA75014XX (01-2015)
Endorsement Effective Date: 5/1/2024
Endorsement No: Page: 1 of 1
Underwriting Company: Continental Casualty Company

Policy No: 7012343900
Policy Effective Date: 5/1/2024



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)
Endorsement Effective Date: 5/1/2024
Endorsement No:
Underwriting Company: Continental Casualty Company

Policy No: 7012343878
Policy Effective Date: 5/1/2024
Policy Page:











TMobileRetrov2

Final Audit Report

2025-02-07

Created:	2025-01-31
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFGZfuBiqRVtxHW9eJ_G7TSaXiZU39XK

"TMobileRetrov2" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
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-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-01-31 - 7:22:07 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-01-31 - 7:58:02 PM GMT- IP address: 63.232.20.2
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-01-31 - 10:27:51 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-01-31 - 11:07:01 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-01-31 - 11:07:04 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-02-03 - 5:50:38 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-02-03 - 5:53:44 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-02-03 - 5:53:48 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-02-07 - 6:36:54 AM GMT- IP address: 174.218.17.14



Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-02-07 - 2:08:07 PM GMT - Time Source: server- IP address: 172.59.227.35



Document emailed to Randy Randall (rrandall@santafenm.gov) for signature

2025-02-07 - 2:08:10 PM GMT



Email viewed by Randy Randall (rrandall@santafenm.gov)

2025-02-07 - 2:50:24 PM GMT- IP address: 104.28.85.157



Document e-signed by Randy Randall (rrandall@santafenm.gov)

Signature Date: 2025-02-07 - 4:07:36 PM GMT - Time Source: server- IP address: 172.56.81.55



Agreement completed.

2025-02-07 - 4:07:36 PM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Feb 11, 2025 11:03 MST)

Email: xivigil@santafenm.gov

25-0051 T-mobile USA, Inc.

Final Audit Report

2025-02-11

Created:	2025-02-11
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAohqIMHvQtGEuAUYOjjMktGhGxKivZndL

"25-0051 T-mobile USA, Inc." History



Document created by XAVIER VIGIL (xivigil@santafenm.gov)

2025-02-11 - 6:00:25 PM GMT- IP address: 63.232.20.2



Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)

Signature Date: 2025-02-11 - 6:03:20 PM GMT - Time Source: server- IP address: 63.232.20.2



Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature

2025-02-11 - 6:03:25 PM GMT



Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)

2025-02-11 - 7:05:32 PM GMT- IP address: 104.47.65.254



Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)

Signature Date: 2025-02-11 - 7:05:40 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2025-02-11 - 7:05:40 PM GMT