



Purchase Order

Fiscal Year 2022

Page: 1 of 2

B I L L T O

CITY OF ROSWELL
 ATTN: ACCOUNTS PAYABLE
 PO BOX 1838
 ROSWELL NM 88202
 (OR) AP@ROSWELL-NM.GOV

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22200523**

Delivery must be made within doors of specified destination.

V E N D O R

PLATEAU
 PO BOX 9000
 CLOVIS, NM 88102-9090

S H I P T O

PRKADM
 1101 W 4TH ST
 ROSWELL, NM 88201
 Email: s.brooks@roswell-nm.gov
 Phone: 5756246720
 Fax: 5756246889

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner			
877-752-8328		12200681	Casey Booth	c.booth@roswell-nm.gov		
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
08/19/2021	6112			Finance		
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
	INTERNET SERVICES - FY22 The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	INTERNET SERVICES - IT GL Account: 11014631 - 663305	1.0	EACH	\$214,585.22	\$214,585.22	
2	INTERNET SERVICES - LIBRARY GL Account: 11014211 - 663305	1.0	EACH	\$9,085.68	\$9,085.68	
3	INTERNET SERVICES - LANDFILL GL Account: 52014342 - 663305	1.0	EACH	\$8,307.00	\$8,307.00	
4	INTERNET SERVICES - CENTRAL CNTRL GL Account: 53004353 - 663305	1.0	EACH	\$9,000.00	\$9,000.00	
5	INTERNET SERVICES - WM&T GL Account: 53004354 - 663305	1.0	EACH	\$8,307.90	\$8,307.90	
6	INTERNET SERVICES - WWTP GL Account: 53014355 - 663305	1.0	EACH	\$8,145.00	\$8,145.00	
7	INTERNET SERVICES - WATER-C/S GL Account: 53004352 - 663305	1.0	EACH	\$8,145.00	\$8,145.00	
8	INTERNET SERVICES - RIAC	1.0	EACH	\$8,280.00	\$8,280.00	

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NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 2 of: 2

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877-752-8328		12200681	Casey Booth	c.booth@roswell-nm.gov		
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
08/19/2021	6112			Finance		
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
	GL Account: 51004331 - 663305	\$8,280.00				
9	INTERNET SERVICE - BOYS & GIRLS CLUB GL Account: 26154249 - 614002	\$2,000.00	1.0	EACH	\$2,000.00	\$2,000.00
	STATE PRICE AGREEMENT: 90-000-19-00076 EXPIRES: 6/30/2029					
	***** GL SUMMARY *****					
	11014211 - 663305	\$9,085.68				
	11014631 - 663305	\$214,585.22				
	26154249 - 614002	\$2,000.00				
	51004331 - 663305	\$8,280.00				
	52014342 - 663305	\$8,307.00				
	53004352 - 663305	\$8,145.00				
	53004353 - 663305	\$9,000.00				
	53004354 - 663305	\$8,307.90				
	53014355 - 663305	\$8,145.00				

By: _____
 Purchasing Agent, C.P.O

Total Ext. Price	\$275,855.80
PO Total	\$275,855.80

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.

DEFINITIONS:

CITY: The City of Roswell, New Mexico agency and its employees.

ITEM(S): The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

INVOICE: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

REQUISITIONER: The employee of the CITY who is placing this order.

Shipment of Items:

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

Freight: All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

Packing Slip: Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

Invoice:

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar (\$) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

Acceptance:

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

Sales Taxes:

New Mexico Gross Receipts Tax (NMGR) must be applied at time of invoicing (**IF APPLICABLE**) and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

Federal, State and Local Laws:

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
See Attached List

Price Agreement Number: 90-000-19-00076

Amendment No.: One

Term: June 29, 2019 – June 30, 2029

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

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Invoice:
As Requested

Email: Vanessa.LeBlanc@state.nm.us

Title: **Telecommunications Services – Intrastate (Long Distance) & Local Exchange Carriers**

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

This amendment is issued to reflect the following effective immediately:

Please see the attached updated list of awarded vendors.

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
New Mexico State Purchasing Agent

Date: 10/19/2020

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

JJG

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **90-000-19-00076**
Amendment No.: **One**

This list can be found on the PRC website: <http://nmprc.state.nm.us/consumer-relations/company-directory/telecommunications/clec.html#gsc.tab=0>

65 WIRELESS, LLC 2859 Paces Ferry Road, Suite 1850 Atlanta, GA 30339	Access Point, Inc. 1100 Crescent Green, Ste. 109 Cary, NC 27518	ACN Communications Services, Inc. 1000 Progress Place Concord, NC 28025-2449
Airespring, Inc. 7800 Woodley Avenue Van Nuys, CA 91406	Airus, Inc f/k/a IntetePeer, Inc. 840 South Canal Street, 7th Floor Chicago, IL 60607	ATC Outdoor DAS, LLC 10 Presidential Way Woburn, MA 01801
AT&T Comm. Mtn. States, Inc. 2003 Point Bluff Austin, TX 78746	AZX Connect, LLC 7575 E Redfield Road, Ste. 137 Scottsdale, AZ 85260	Bandwidthcom.com 900 Main Campus Dr., Ste. 500 Raleigh, NC 27606
BCN Telecom, Inc. 1200 Mt. Kemble Avenue, 3rd Floor Morristown, NJ 07960	Big River Telephone Company, LLC 24 S. Minnesota Avenue Cape Girardeau, MO 63703	Broadband Dynamics, LLC. 8757 East Via De Comercio, First Floor Scottsdale, AZ 85258
Broadview Networks, Inc. 1018 West 9th Avenue King of Prussia, PA 19406	Broadvox-CLEC, LLC 75 Erieview Plaza, Suite 400 Cleveland, OH 44114	Budget PrePay, Inc. 1325 Barksdale Blvd. Ste. 200 Boissier City, LA 71111
BullsEye Telecom, Inc. 25925 Telegraph Rd. Ste. 210 Southfield, MI 48033	Cebridge Telecom NM, LLC DBA Suddenlink Communications 5830 Granite Pkwy Suite 300 Plano TX 75024	Cedar Networks 10 Town Plaza #152 Durango, CO 81301
CenturyTel Fiber Company II 100 Centurylink Dr. Monroe, LA 71203	Centurylink Communications, LLC 100 CenturyLink Drive Monroe, LA 71203	Cincinnati Bell Any Distance, Inc. 221 East 4th Street, Room 103-1170 Cincinnati, OH 45202
CNSP dba NMSurf 1308 Apache Ave. Santa Fe, NM 87505	Comcast Phone of New Mexico d/b/a CIMCO One Comcast Center Philadelphia, PA 19103	Comtech21, LLC One Barnes Park, S Wallingford, CT 06492
Conterra Ultra Broadband, LLC 2101 Rexford Road, Suite 200E Charlotte, NC 28211	Crexendo Business Solutions, Inc. 1615 S. 52ND Street Tempe, AZ 85281	Cyber Mesa Telecom 4200 Rodeo Road Santa Fe, NM 87507
Dishnet Wireline, LLC. 2460 W. 26TH Ave. Ste. 380-C Englewood, CO 80112	Earth Link Business LLC 2851 Charlevoix Dr. SE St 209 Grand Rapids, MI 49546	Entelegant Solutions, Inc. 2520 Whitehall Park Dr Suite 200 Charlotte NC 28273
EPICTOUCH CO PO Box 1260 Elkhart, KS 67950	Excelacom Light, LLC 11710 Plaza America Dr., Ste. 1301 Reston, VA 20190	ExteNet Systems, Inc. 3030 Warrenville road, Ste. 340 Lisle, IL 60532

FastTrack Communications Inc. 779 Tech Center Drive, Suite 200 Durango, CO 81301	Fiberlight, LLC 11700 Great Oaks Way, Ste 100 Alpharette, GA 30022	France Telecom Corporate Solutions 13775 McLearn Rd. MS 1100 Oak Hill, VA 20171
Frontier Communications of America 1800 41st Street Everett, WA 98201	GC Pivotal, LLC. 180 N La Salle St. Ste. 2430 Chicago, IL 60601-2704	Global Connection, Inc. 5555 Oakbrook Pky, Ste. 620 Norcross, GA 30093
Granite Telecommunications, LLC 100 Newport Ave. Extention Quincy, MA 02171	Greenfly Networks Inc. dba Clearly Communications 222 N. 32nd Street Billings, MT, 59101	Hypercube Telecom, LLC. 3200 W. Pleasant Run Rd. Ste. 300 Lancaster, TX 75146
IDT America Corp. 550 Broad Street, 17th Floor Newark, NJ 07102-3111	iLOKA, Inc. 160 Iverness Drive West, Ste. 100 Englewood, CO 80112	Impact Telecom, Inc. 9250 E. Costilla Ave., Ste. 400 Greenwood Village, CO 80112
inContact, Inc., d/b/a UCN, Inc. 7730 South Union Park Ave., Ste 500 Midvale, UT 84047	Interactive (Western) dba WNM Corporation POB 3079 Silver City, NM 88062	Intrado Communications, Inc. 1601 Dry Creek Rd. Longmont, CO 80503
Inttec Inc. POB 2799 Gillette, WY 82717	Lingo Communications 5607 Glenridge Drive NE, Suite 300 Atlanta, GA 30342	Kit Carson Electric Cooperative POB 578 118 East Cruz Alta Road Taos, New Mexico 87571
La Canada Wireless Association 7 Avenida Vista Grande, #220 Santa Fe, NM 87508-9199	Leaco Rural Telephone Co-op, Inc. 220 West Broadway Hobbs, NM 88240	Level 3 Communications, LLC. 1025 Eldorado Blvd. Broomfield, Colorado 80021
Los Alamos Community Network 4711 Quemazon Los Alamos, NM 87544-1118	Managed Services, Inc. 672 Spyglass Way Rock Hill, SC 29730	Matrix Telecom, Inc. 433 E. Las Colinas Blvd. Ste. 400 Irving, TX 75039
MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services 5055 North Point Parkway Alpharetta, GA 30022	McLeodUSA, Telecommunications Services, Inc. dba: Paetec Business Services LLC 4001 N. Rodney Parham Road Little Rock, AR 72212	Megahertz Computer Consulting 555 S. Miranda Street Las Cruces, NM 88005
Mescalero Apache Telecom Co. 75 Carrizo Canyon Rd. Mescalero, NM 88340-0229	Metropolitan Telecommunications 55 Water Street, 31st Floor New York, NY 10041	MFG Service, Inc. P.O. Box 1167 Mesilla Park, NM 88047
Mitel Net Solutions, Inc. 7300 W Boston St. Chandler, AZ 85226	Mobilitie, LLC 600 NewPort Center Dr. Ste. 200 Newport Beach, CA 92660	Momentum Telecom, Inc. 2700 Corporate Drive, Ste. 200 Birmingham, AL 35242
Net Talk.Com, Inc. 1100 NW 163rd. Drive North Miami Beach, FL 33169	Network Center LLC (The) 621 E. Frontier Street Apache Junction, AZ 85119	Neutral Tandem-New Mexico, LLC 550 West Adams Street, Ste. 900 Chicago, IL 60661
New Horizons Communications Corp. 420 Bedford St. Ste. 250 Lexington, MA 02420	New Mexico Telecom Solutions 133 La Placita Circle Santa Fe, NM 87505	Newpath Networks, LLC. 2000 Corporate Dr. Canonsburg, PA 15317

NextG Networks of California 2000 Corporate Drive Canonsburg, PA 15317	NextGen Communications, Inc. Telecommunications Systems 275 West Street, Suite 400 Annapolis, MD 21401	Nextlink Wireless, Inc. d/b/a LMDS Holdings, Inc. 13865 Sunrise Valley Dr. Herndon, VA 20171
NOS Limited Partnership 250 Pilot Rd., Ste 300 Las Vegas, NV 89119	NTS Communications, Inc. 912 South Main Street, Suite 106 Sikeston, MO 63801	Onvoy, Inc. 10300 6th Avenue N Plymouth, MN 55441
Pac-West Telecomm, Inc. 6500 River Place Blvd. Bldg. 2, Ste. 200 Austin, TX 78730	Paetec Communications, Inc. One PAETEC Plaza 600 Willowbrook Office Park Fairpoint, NY 14450	Peerless Network, Inc. 222 S. Riverside Plaza, Ste. 2730 Chicago, IL 60606
Pelzer Communications Corporation 11501 Georgia Avenue, Suite 308 Wheaton, Maryland 20902	Plateau Telecommunications, Incorporated 7111 N. Prince Street Clovis, New Mexico 88101	PNG Telecommunications, Inc. 100 Commercial Drive Fairfield, Ohio 45014
Preferred Long Distance, Inc. 16830 Ventura Blvd., Ste. 350 Encino, California 91436	PVT Networks, Inc. 4011 West Main Street Artesia, NM 88210-9566	QuantumShift Communications, Inc. f/k/a MVX.COM Communications, Inc. 101 Rowland Way, Ste. 300 Novato, California 94945
Qwest Communications Corporation 1801 California Stree, Ste. 3800 Denver, CO 80202	Sierra Communications, Inc. P.O. Box 67 532 Broadway Avenue Des Moines, NM 88418	Southwest Cyberport, Inc. 5021 Indian School NE, Ste. 600 Albuquerque, NM 87110
Spectrotel, Inc. 3535 State Hwy 66, Ste. 7 Neptune, NJ 07753	Sprint Communications Co, LP MS: KSOPHT0101-Z2400 6391 Sprint Parkway Overland Park, Kansas 66251	Tanager Telecommunications NM, LLC PO Box 545 Stevenson, WA 98648
Teleport America Communciations, LLC 10005 Gwendelyn Lane Highlands Ranch, CO 80129-6217	Telespan Communications, LLC 125 E. De La Guerra Street, Suite 201 Santa Barbara, CA 9310	Tilver Telecommunications LLC 2270 Wyoming NE, PMB Albuquerque, NM 87112
TIME CLOCK SOLUTIONS, LLC 6920 Spring Valley Drive, Suite 101 Holland, Ohio 43528	Time Warner Telecom Cable Information 12405 Powerscourt Drive St. Louis, MO 63131	Trans National Communications Int'l, Inc. 2 Charlesgate West Boston, MA 02215
Transtelco, Inc. c/o ISG-Telecom Consultants 4274 Enfield Ct., Ste. 1600 Palm Harbor, Florida 34685	Transworld Network, Corp. 255 Pine Ave. N. Oldsmar, FL 34677-4630	Tularosa Communications, Inc. 503 St. Francis Drive Tularosa, New Mexico 88352
TW Telecom of New Mexico LLC f/k/a GST New Mexico Telecom 10475 Park Meadows Drive, Ste. 400 Littleton, CO 80124	Unite Private Networks, LLC 7200 NW 86th Street, Suite M Kansas City, MO 64153	US Cable Telecom of New Mexico, LLC 28 West Grand Avenue Montvale, New Jersey 07645

ValuTel Communications, Inc. 505 Marquette Ave. NW Ste. 950 Albuquerque , NM 87102	Velocity The Greatest Phone Company Ever, Inc 7130 Spring Meadows West Drive Holland, OH 43528	Wholesale Carrier Services, Inc. 5471 N. University Drive Coral Springs, FL 33067
Wide Voice, LLC 410 South Rampart, Ste. 390 Las Vegas, NV 89145	WiMacTel, Inc. 1882 Porter Lake Drive, Suite 101 Sarasota, FL 34240	Winstream NuVox, Inc. 4001 Rodney Parham Rd. Little Rock, Arkansas 72212
XO Communications Services, LLC 22001 Loudoun County Parkway Ashburn, Virginia 20147	Ymax Communications Corp. POB 6785 West Palm Beach, FL 33405-6785	Yucca Telecommunications Systems 201 West Secont Street Portales, New Mexico 88130
ZAYO Group, LLC 400 Centennial Parkway, Suite 200 Louisville, CO 80027	Zippytech of New Mexico, Inc. 3501 E. Mani Street, Ste. Farmington, NM 87402	



State of New Mexico General Services Department

Statewide Price Agreement

<p>Awarded Vendor See Attached List</p> <p>Telephone No. _____</p>
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Price Agreement Number: 90-000-19-00076

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
<p>Invoice: As Requested</p>

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266


Email: Vanessa.LeBlanc@state.nm.us

Title: **Telecommunications Services – Intrastate (Long Distance) & Local Exchange Carriers**

Term: **June 29, 2019 – June 30, 2029**

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

Accepted for the State of New Mexico



Mark Hayden, New Mexico State Purchasing Agent

Date: 6/17/2019

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00076

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00076

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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 Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to; late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

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

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

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The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Term:

The term of this Price Agreement shall be for ten (10) years from date of award. This Price Agreement shall not exceed ten (10) years.

This Price Agreement is not to be used to purchase telephony equipment or software.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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001			Telecommunications Services – Intrastate (Long Distance) (use link below to access list of awarded vendors) http://nmprc.state.nm.us/consumer-relations/company-directory/telecommunications/clec.html	
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*** 1 Item Awarded ***

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365 WIRELESS, LLC 2859 Paces Ferry Road, Suite 1850 Atlanta, GA 30339	Access Point, Inc. 1100 Crescent Green, Ste. 109 Cary, NC 27518	ACN Communications Services, Inc. 1000 Progress Place Concord, NC 28025-2449
Airespring, Inc. 7800 Woodley Avenue Van Nuys, CA 91406	Airus, Inc f/k/a IntetePeer, Inc. 840 South Canal Street, 7th Floor Chicago, IL 60607	ATC Outdoor DAS, LLC 10 Presidential Way Woburn, MA 01801
AT&T Comm. Mtn. States, Inc. 2003 Point Bluff Austin, TX 78746	AZX Connect, LLC 7575 E Redfield Road, Ste. 137 Scottsdale, AZ 85260	Bandwidthcom.com 900 Main Campus Dr., Ste. 500 Raleigh, NC 27606
BCN Telecom, Inc. 1200 Mt. Kemble Avenue, 3rd Floor Morristown, NJ 07960	Big River Telephone Company, LLC 24 S. Minnesota Avenue Cape Girardeau, MO 63703	Broadband Dynamics, LLC. 8757 East Via De Comercio, First Floor Scottsdale, AZ 85258
Broadview Networks, Inc. 1018 West 9th Avenue King of Prussia, PA 19406	Broadvox-CLEC, LLC 75 Erieview Plaza, Suite 400 Cleveland, OH 44114	Budget PrePay, Inc. 1325 Barksdale Blvd. Ste. 200 Boissier City, LA 71111
BullsEye Telecom, Inc. 25925 Telegraph Rd. Ste. 210 Southfield, MI 48033	Cebridge Telecom NM, LLC d/b/a Suddenlink Communications 520 Maryville Centre Drive, Suite 300 St. Louis, MO 63141	Cedar Networks 10 Town Plaza #152 Durango, CO 81301
CenturyTel Fiber Company II 100 Centurylink Dr. Monroe, LA 71203	Centurylink Communications, LLC 100 CenturyLink Drive Monroe, LA 71203	Cincinnati Bell Any Distance, Inc. 221 East 4th Street, Room 103-1170 Cincinnati, OH 45202
CNSP dba NMSurf 1308 Apache Ave. Santa Fe, NM 87505	Comcast Phone of New Mexico d/b/a CIMCO One Comcast Center Philadelphia, PA 19103	Common Point LLC c/o Onvoy, LLC, 10300 6th Ave N. Plymouth, MN 55441
Comtech21, LLC One Barnes Park, S Wallingford, CT 06492	Conterra Ultra Broadband, LLC 2101 Rexford Road, Suite 200E Charlotte, NC 28211	Crexendo Business Solutions, Inc. 1615 S. 52ND Street Tempe, AZ 85281
Cyber Mesa Telecom 4200 Rodeo Road Santa Fe, NM 87507	Dishnet Wireline, LLC. 2460 W. 26TH Ave. Ste. 380-C Englewood, CO 80112	Earth Link Business LLC 2851 Charlevoix Dr. SE St 209 Grand Rapids, MI 49546
Entelgent Solutions, Inc. 3800 Arco Corporate Dr. Ste. 310 Charlotte, NC 28273	EPICTOUCH CO PO Box 1260 Elkhart, KS 67950	Excelacom Light, LLC 11710 Plaza America Dr., Ste. 1301 Reston, VA 20190
ExteNet Systems, Inc. 3030 Warrenville road, Ste. 340 Lisle, IL 60532	FastTrack Communications Inc. 779 Tech Center Drive, Suite 200 Durango, CO 81301	Fiberlight, LLC 11700 Great Oaks Way, Ste 100 Alpharette, GA 30022

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France Telecom Corporate Solutions 13775 McLearen Rd. MS 1100 Oak Hill, VA 20171	Frontier Communications of America 1800 41st Street Everett, WA 98201	GC Pivotal, LLC. 180 N La Salle St. Ste. 2430 Chicago, IL 60601-2704
Global Connection, Inc. 5555 Oakbrook Pky, Ste. 620 Norcross, GA 30093	Granite Telecommunications, LLC 100 Newport Ave. Extention Quincy, MA 02171	Greenfly Networks Inc. dba Clearfly Communications 222 N. 32nd Street Billings, MT, 59101
Hypercube Telecom, LLC. 3200 W. Pleasant Run Rd. Ste. 300 Lancaster, TX 75146	IDT America Corp. 550 Broad Street, 17th Floor Newark, NJ 07102-3111	iLOKA, Inc. 160 Iverness Drive West, Ste. 100 Englewood, CO 80112
Impact Telecom, Inc. 9250 E. Costilla Ave., Ste. 400 Greenwood Village, CO 80112	inContact, Inc., d/b/a UCN, Inc. 7730 South Union Park Ave., Ste 500 Midvale, UT 84047	iNetworks Group, Inc. 125 S. Wacker Drive, Ste. 2510 Chicago, IL 60606
Interactive (Western) dba WNM Corporation POB 3079 Silver City, NM 88062	Intrado Communications, Inc. 1601 Dry Creek Rd. Longmont, CO 80503	Inttec Inc. POB 2799 Gillette, WY 82717
Lingo Communications 2323 Grand Blvd STE 925 Kansas City, MO 64108	Kit Carson Electric Cooperative POB 578 118 East Cruz Alta Road Taos, New Mexico 87571	La Canada Wireless Association 7 Avenida Vista Grande, #220 Santa Fe, NM 87508-9199
Leaco Rural Telephone Co-op, Inc. 220 West Broadway Hobbs, NM 88240	Level 3 Communications, LLC. 1025 Eldorado Blvd. Broomfield, Colorado 80021	Los Alamos Community Network 4711 Quemazon Los Alamos, NM 87544-1118
Managed Services, Inc. 672 Spyglass Way Rock Hill, SC 29730	Matrix Telecom, Inc. 433 E. Las Colinas Blvd. Ste. 400 Irving, TX 75039	MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services 5055 North Point Parkway Alpharetta, GA 30022
McLeodUSA, Telecommunications Services, Inc. dba: Paetec Business Services LLC 4001 N. Rodney Parham Road Little Rock, AR 72212	Megahertz Computer Consulting 555 S. Miranda Street Las Cruces, NM 88005	Mescalero Apache Telecom Co. 75 Carrizo Canyon Rd. Mescalero, NM 88340-0229
Metropolitan Telecommunications 55 Water Street, 31st Floor New York, NY 10041	MFG Service, Inc. P.O. Box 1167 Mesilla Park, NM 88047	Mitel Net Solutions, Inc. 7300 W Boston St. Chandler, AZ 85226
Mobilitie, LLC 600 NewPort Center Dr. Ste. 200 Newport Beach, CA 92660	Momentum Telecom, Inc. 2700 Corporate Drive, Ste. 200 Birmingham, AL 35242	Net Talk.Com, Inc. 1100 NW 163rd. Drive North Miami Beach, FL 33169

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Network Center LLC (The) 621 E. Frontier Street Apache Junction, AZ 85119	Neutral Tandem-New Mexico, LLC 550 West Adams Street, Ste. 900 Chicago, IL 60661	New Horizons Communications Corp. 420 Bedford St. Ste. 250 Lexington, MA 02420
New Mexico Telecom Solutions 133 La Placita Circle Santa Fe, NM 87505	Newpath Networks, LLC. 2000 Corporate Dr. Canonsburg, PA 15317	NextG Networks of California 2000 Corporate Drive Canonsburg, PA 15317
NextGen Communications, Inc. Telecommunications Systems 275 West Street, Suite 400 Annapolis, MD 21401	Nextlink Wireless, Inc. d/b/a LMDS Holdings, Inc. 13865 Sunrise Valley Dr. Herndon, VA 20171	NOS Limited Partnership 250 Pilot Rd., Ste 300 Las Vegas, NV 89119
NTS Communications, Inc. 5307 W. Loop 289 Lubbock, TX 79414-1610	Onvoy, Inc. 10300 6th Avenue N Plymouth, MN 55441	Orbitcom, Inc. 1701 Nort Louise Ave. Sioux Falls, SD 57107
Pac-West Telecomm, Inc. 6500 River Place Blvd. Bldg. 2, Ste. 200 Austin, TX 78730	Paetec Communications, Inc. One PAETEC Plaza 600 Willowbrook Office Park Fairpoint, NY 14450	Peerless Network, Inc. 222 S. Riverside Plaza, Ste. 2730 Chicago, IL 60606
Pelzer Communications Corporation 11501 Georgia Avenue, Suite 308 Wheaton, Maryland 20902	Plateau Telecommunications, Incorporated 7111 N. Prince Street Clovis, New Mexico 88101	PNG Telecommunications, Inc. 100 Commercial Drive Fairfield, Ohio 45014
Preferred Long Distance, Inc. 16830 Ventura Blvd., Ste. 350 Encino, California 91436	PVT Networks, Inc. 4011 West Main Street Artesia, NM 88210-9566	QuantumShift Communications, Inc. f/k/a MVX.COM Communications, Inc. 101 Rowland Way, Ste. 300 Novato, California 94945
Qwest Communications Corporation 1801 California Stree, Ste. 3800 Denver, CO 80202	Sierra Communications, Inc. P.O. Box 67 532 Broadway Avenue Des Moines, NM 88418	Southwest Cyberport, Inc. 5021 Indian School NE, Ste. 600 Albuquerque, NM 87110
Spectrotel, Inc. 3535 State Hwy 66, Ste. 7 Neptune, NJ 07753	Sprint Communications Co, LP MS: KSOPHT0101-Z2400 6391 Sprint Parkway Overland Park, Kansas 66251	Tanager Telecommunications NM, LLC PO Box 545 Stevenson, WA 98648
Teleport America Communications, LLC 10005 Gwendelyn Lane Highlands Ranch, CO 80129-6217	Telespan Communications, LLC 125 E. De La Guerra Street, Suite 201 Santa Barbara, CA 9310	Tilver Telecommunications LLC 2270 Wyoming NE, PMB Albuquerque, NM 87112
Time Clock Solutions, LLC 6920 Spring Valley Drive, Suite 101 Holland, Ohio 43528	Time Warner Telecom Cable Information Services, (NM) LLC 60 Columbus Circle New York, NY 10023	Trans National Communications Int'l, Inc. 2 Charlesgate West Boston, MA 02215

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Transtelco, Inc. c/o ISG-Telecom Consultants 4274 Enfield Ct., Ste. 1600 Palm Harbor, Florida 34685	Transworld Network, Corp. 255 Pine Ave. N. Oldsmar, FL 34677-4630	Tularosa Communications, Inc. 503 St. Francis Drive Tularosa, New Mexico 88352
TW Telecom of New Mexico LLC f/k/a GST New Mexico Telecom 10475 Park Meadows Drive, Ste. 400 Littleton, CO 80124	Private Networks, LLC 7200 NW 86th Street, Suite M Kansas City, MO 64153	US Cable Telecom of New Mexico, LLC 28 West Grand Avenue Montvale, New Jersey 07645
ValuTel Communications, Inc. 505 Marquette Ave. NW Ste. 950 Albuquerque, NM 87102	Velocity The Greatest Phone Company Ever, Inc 7130 Spring Meadows West Drive Holland, OH 43528	Wholesale Carrier Services, Inc. 5471 N. University Drive Coral Springs, FL 33067
Wide Voice, LLC 410 South Rampart, Ste. 390 Las Vegas, NV 89145	WiMacTel, Inc. 1882 Porter Lake Drive, Suite 101 Sarasota, FL 34240	Winstream NuVox, Inc. 4001 Rodney Parham Rd. Little Rock, Arkansas 72212
XO Communications Services, LLC 22001 Loudoun County Parkway Ashburn, Virginia 20147	Ymax Communications Corp. POB 6785 West Palm Beach, FL 33405-6785	Yucca Telecommunications Systems 201 West Second Street Portales, New Mexico 88130
ZAYO Group, LLC 400 Centennial Parkway, Suite 200 Louisville, CO 80027	Zippytech of New Mexico, Inc. 3501 E. Mani Street, Ste. Farmington, NM 87402	