WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICE AND EQUIPMENT
MASTER PRICE AGREEMENT
12-00115

This Agreement is made and entered into by Nextel West Corp., Inc.("contractor") and the New Mexico State Purchasing Agent ("NMSPA") on behalf of the State of New Mexico and the participating members of the Western States Contracting Alliance as well as other authorized purchasers.

The parties agree as follows:

1. Definitions

"Advertised Plans and Prices" means locally advertised plans and prices. Such plans and/or prices shall appear on the contract's web site and available to local purchasing entities at the time of the advertisement

"Agreement Administrator" refers to the individual appointed by the NMSPA to administer this agreement on behalf of the State of New Mexico, the participating WSCA states and other authorized purchasers.

"Announced Promotion Prices" are prices offered nationally (or to one or more states) to specific categories of customers (including WSCA Participants) for defined time periods under defined Terms and Conditions.

"Documentation" refers to manuals, handbooks, and other publications and listed in the SES or supplied with equipment listed in the SES or supplied in connection with services.

"Educational Discount Price" means the price offered nationally or to one or more states which is limited to educational customers only.

"Equipment" refers to wireless devices and accessories used to access the contractor's wireless communication services. All such equipment shall be listed in the contractor's SES.

"FCC" means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

"General Price Reduction Price" means the price offered to WSCA members under the WSCA agreement at prices lower than SES pricing. Selection and pricing of General Price Reduction items shall be by mutual agreement of the parties. Either party can propose additions or deletions to the listing of General Price Reduction Items

"Large Order Negotiated Price" means the price offered to specific procuring agencies or classes of procuring agencies under defined additional Terms and Conditions. Selection and pricing of Large Order Negotiated Prices shall be by mutual agreement of the parties. Large Order Negotiated Prices shall apply only to those items which meet the applicable additional Terms and Conditions (e.g., order quantity, time limitation, product configuration) negotiated by the parties.

"Lead State" means the State conducting the cooperative solicitation and centrally administering any resulting price agreement. New Mexico is the lead state for this price agreement.

"Lease" means an agreement approved by the participating entity that entitles procuring agencies to use contractor's equipment without rights of ownership.

"License" means a FCC document that authorizes wireless communication services in a given geographic area.

"Participating Addendum" means an bilateral agreement executed by the contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision, and may add other specific language or other requirements relating to special ordering or payment terms. The terms and conditions contained in any participating addendum shall effect only the purchases of procuring agencies within the jurisdiction of the participating entity signing the participating addendum. A participating addendum shall have no effect whatsoever on any other participating addendum or the scope of this agreement. One electronic copy of each participating addendum shall be filed with the agreement administrator within five (5) days after execution. The terms of the conditions of this Agreement shall be incorporated into each Addendum.

"Participating State" of "Participating Entity" means a member of WSCA or a political subdivision of a WSCA member who has indicated its intent to participate by signing an Intent to Contract, or who subsequently signs a Participating Addendum where required, or another state or political subdivision of another state authorized by WSCA to be a party to the resulting price agreement through the execution of a participating addendum.

"Permissive Price Agreement" means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

"Price Agreement" means an indefinite quantity contract, which requires the contractor to furnish products or services to a purchasing entity that issues a valid purchase order.

"Purchasing Entity" means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation. For New Mexico purchasing entities include all state agencies and local public bodies. New Mexico State agency means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, or educational institution. Local public body means a political subdivision of the state and the agencies, instumentalities and institutions thereof including all cities, counties, courts and public schools. Purchasing Entities must sign a Participating Addendum prior to purchasing any services hereunder which incorporate the terms and conditions of this Agreement.

"Products" refers to equipment and documentation or any other item furnished under this agreement but not to services.

"Purchase Order" means an electronic or paper document issued by the purchasing entity, which directs the contractor to deliver products or services pursuant to this agreement. An authorized representative of Purchasing Entity shall issue purchase Orders. Purchase Orders shall describe the Services purchased; the identity of the Equipment being purchased; the quantity to be purchased; the delivery destinations; the requested delivery dates and any other information required by this Agreement. Contractor shall accept all Purchase Orders consistent with the terms of this Agreement that are submitted. The terms and conditions of this Agreement relating to the purchase of Services and Equipment shall be deemed incorporated into and made a part of each Purchase Order.

"Servicing Subcontractors" refers to contractor authorized subcontractors who may be assigned by the contractor to provide products or services listed in a purchase order. Servicing subcontractors are certified by the contractor provide services in a given geographic region. The list of authorized servicing subcontractors shall appear in the participating addendum.

"Services" means any FCC licensed or authorized wireless services. This includes the transmission of voice, data or video content as well as optional two-way radio, messaging, voice mail, Internet access and/or related services. In addition, commercially available data applications may be offered under the terms and

conditions of this agreement. Wireless device maintenance, training and technical support services are included. Contractor may provide specialized solution segments (special applications) in accordance with the terms and conditions of an appropriate separate agreement.

"Services and Equipment Schedule" or "SES" refers to a complete list, grouped by major product categories, of the serves and products provided by the contractor which consists of an item number, item description and the Purchasing entity's price for each service or product or service. Such schedule shall be established and maintained on the contractor's Internet web site.

"Service and Equipment Schedule (SES) Prices" mean the prices offered to purchasing entities exclusive of Announced Promotional Prices, Education Discount Prices, General Price Reductions, or Large Order Negotiated Prices.

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) in the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. The WSCA directors may authorize the use of the price agreements by any state or political subdivision of a state subject to the approval of the local state director and appropriate statutory authority.

2. Scope of Work

The contractor shall deliver wireless communication services and products to procuring agencies in accordance with the terms of this agreement. This Agreement is a "price agreement". Accordingly, the contractor shall provide services or products only upon the issuance and acceptance by contractor of "purchase orders". Purchase orders may be issued to purchase services or to purchase or lease products listed on the contractor's SES.

A. A purchasing entity may purchase or lease any quantity of product or service listed in the contractor's SES at the prices stated therein. For large orders, contractor and purchasing entity may negotiate quantity price discounts below the SES price(s) for a given purchase order.

B. Contractor may offer authorized educational institutions educational price discounts that result in prices below the SES listed prices.

3. Title Passage

Title to purchased equipment shall pass to the purchasing entity upon of delivery.

4. Permissive Price Agreement and Quantity Guarantee

This agreement is not a non- exclusive permissive price agreement. Purchasing entities may obtain wireless communication services and equipment from other sources during the agreement term. The NMSPA and WSCA make no express or implied warranties whatsoever that any particular number of purchase orders will be issued or that any particular quantity or dollar amount of products or services will be procured.

5. Order of Precedence

Each purchase order that is accepted by the contractor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

A. the terms and condition of this agreement;
B. Nextel's standard Service Agreement, which is attached hereto as Exhibit A;
C. executed participating addendum(s);
D. the list of products and services contained in the purchase order;
E. the request for proposals document 10-00115 ; and
F. contractor's proposal including best and final offers.

6. Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance of delivery

No payment shall be made for any products or services until Purchasing Entity has accepted the delivery of the products. .

B. Payment of Invoice

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within sixty (60) days of receipt. After the sixtieth day from the date of receipt, interest shall be paid on the unpaid balance due to the contractor at the rate of one and one-half percent per month. The purchasing entity shall pay within sixty- (60) days receipt of the invoice. Payments may be made via a purchasing entity's "Purchasing Card".

In the event an order is shipped incomplete (partial), the purchasing entity

must pay for each shipment as invoiced by the contractor unless the purchasing entity has clearly specified "No Partial Shipments" on each purchase order.

C. Payment of Taxes

Payment of taxes for any money received under this agreement shall be the contractor's sole responsibility and shall be reported under the contractor's federal and state tax identification numbers. Purchasing Entities is responsible for all federal, state, and local taxes, fees, surcharges, and other assessments (collectively, "Charges") that are imposed on telecommunications services, other services, and/or equipment or that are measured by gross receipts from the sale of telecommunication services and/or equipment. Such charges shall include, but are not limited to: excise taxes; sales and transaction taxes; utility taxes; regulatory fees and assessments; universal service assessments; and telephone relay service (TRS) assessments. Purchasing Entities shall be responsible for such charges regardless of whether the charge is imposed upon the sale of Equipment or Services, or whether imposed upon Purchasing Entities or Contractor. If any such charge is determined to be applicable and has not been paid by Purchasing Entities before Purchasing Entities accepts delivery of equipment, Purchasing Entities shall pay Contractor the full amount of any such charge no later than ten (10) days after receipt of the invoice therefor

Purchasing Entities are not responsible for taxes from which Purchasing Entities is exempt by law and for which Purchasing Entities provides a valid exemption certificate prior to or at the time of purchase.

D. Invoices

Invoices shall be submitted to the purchasing entity.

7. Agreement Term

This agreement is effective on date signed by the NMSPA. It shall terminate of June 30, 2004. It may be mutually renewed for two (2) additional one-year terms unless terminated pursuant to the terms of this agreement. In no event shall this agreement remain in effect longer than five (5) years from the effective date.

8. Termination

The following provisions are applicable in the event that the agreement is terminated.

A. Termination for Convenience

At any time, the NMSPA may terminate this agreement, in whole or in part, by giving the contractor (30) days written notice; provided, however, neither the NMSPA nor a purchasing entity has the right to terminate a specific purchase order for convenience after it has been issued if the product is ultimately accepted. At any time, contractor may terminate this agreement, in whole or in part, by giving the agreement administrator thirty (30) days written notice. Such termination shall not relieve contractor of its service obligations incurred under agreements still existing and entered into under the terms of this agreement. However, the terms and conditions of this agreement shall remain in effect with respect to those service obligations.

B. Termination for Cause

Either party may terminate this agreement for cause based upon material breach of this agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. A Purchasing entity's Rights

In the event the agreement expires or is terminated for any reason, a purchasing entity shall retain its rights in all products and services accepted prior to the effective termination date.

D. The Contractor's Rights

In the event the agreement expires or is terminated for any reason, a purchasing entity shall pay the contractor all amounts due for products and services ordered and delivered prior to the effective termination date or products ordered before the effective termination date and ultimately accepted.

9. Non-Appropriation

A. The terms of this agreement and any purchase order issued for multiple years under this agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this agreement or in any

purchase order or other document, a purchasing entity may terminate its obligations under this agreement, if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The purchasing entity's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

B. A purchasing entity shall provide sixty (60) days notice, if possible, of its intent to terminate for non-appropriation. Such termination shall relieve the purchasing entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant purchase order. A purchasing entity shall be liable for the payment of any products and services received up through the date of termination.

10. Shipment and Risk of Loss

A. Contractor shall ship all products F.O.B. destination. Risk of loss or damage to the products shall pass to the purchasing entity upon delivery to the purchasing entity. Contractor agrees to provide reasonable assistance to the purchasing entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the SES. Upon Purchasing Entity's acceptance of delivery of the Equipment, all risk of loss, damage, theft, or destruction to the Equipment shall be borne by the Purchasing Entities. No such loss, damage, theft, or destruction of the Equipment, in whole or part, shall impair the obligations of Purchasing Entities hereunder, including, without limitation, responsibility for the payment of Service Charges due hereunder.

B. Whenever a purchasing entity does not accept any product and returns it to the contractor, all related documentation furnished by the contractor shall be returned also. The contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the purchasing entity.

Unless otherwise agreed upon by the purchasing entity, the purchasing entity will deliver returned products to the contractor's closest business location at the expense of the purchasing entity.

C. Unless otherwise arranged between the purchasing entity and contractor, all shipments of products shall be by UPS, Federal Express Second Day or equivalent.

11. (Reserved)

12. Patent, Copyright, Trademark and Trade Secret Indemnification

A. To the extent contractor is indemnified and held harmless by the equipment manufacturer, the contractor shall defend, at its own expense, the State of New Mexico, WSCA, participating entities and purchasing entities against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States, and shall pay all costs, damages and reasonable attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a purchasing entity based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the State for all costs, reasonable attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the State of New Mexico, participating entity or purchasing entity shall:

1. give the contractor prompt written notice of any claim;

2. allow the contractor to control the defense or settlement of the claim; and

3. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

1. provide a purchasing entity the right to continue using the product or service;

2. replace or modify the product or service so that it becomes non-infringing; or

3. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the purchasing entity to the extent such modification is the cause of the claim.

13. Price Guarantees

The procuring agencies shall pay the lower of the prices contained in the SES or an Announced Promotion Price, Advertised Plans and Prices, Educational Discount Price, General Price Reduction Price or Large Order Negotiated Price. Only General Price Reduction Price decreases will apply to all subsequent orders accepted by contractor after the date of the issuance of the revised prices. Contractor agrees to maintain SES service and product prices in accordance with the volume price discount guarantees filed with the agreement administrator

14. Services and Equipment Schedule

The contractor agrees to maintain the SES in accordance with the following provisions:

A. The SES prices for products and services will conform to the guaranteed prices discount levels.

B. The contractor may change the price of any product or service at any time without prior written notice, based upon list price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period The contractor may make service and product model changes, add new services or products, product upgrades or services to the SES at any time and the pricing for the same shall incorporate, to the extent possible, similar or comparable price discount levels provided herein, as agreed by the parties.

D. The contractor agrees to delete obsolete and discontinued products from the SES on a timely basis.

E. Major service or product model changes shall be incorporated in the SES as soon as possible after the announcement. In conjunction therewith or as soon as commercially reasonable, the parties shall negotiate a price discount level for the new services or products as comparable as possible to the price discount level contained in the SES for similar services or products.

F. The SES shall be maintained by the contractor on an Internet web site provided by the contractor

15. Product Substitutions

Contractor will not substitute equipment. If requested equipment is not available, it will go on back order or the sales representative will consult with the purchasing entity on selecting alternate equipment.

16. Technical Support

The contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to purchasing entity personnel who wish to obtain competent technical assistance regarding the operation of products supplied by the contractor.

17. Termination of a Purchase Order

Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, a purchasing entity may terminate its obligations under this agreement, or any extension thereof, for convenience by giving contractor sixty (60) days written notice of its intent to terminate a purchase order. The purchasing entity shall pay for the services rendered prior to the date of termination. Such termination shall relieve the purchasing entity, the purchasing entity's State, and its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant purchase order. Procuring agencies may not terminate a purchase order for convenience in order to acquire functionally equivalent product(s) or services from a third party.

18. Services and Product Delivery

Contractor agrees to activate wireless services and deliver products to procuring agencies within fifteen (15) business days after receipt of a valid purchase order.

19. Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of a Force Majeure event such as an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

20. Records and Audit

Contractor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records which consist of rate sheets, invoices, purchase orders and correspondence shall be subject to inspection by the purchasing entity and appropriate governmental authorities within the purchasing entity's state at mutually agreeable times and places. The purchasing entity shall have the right to audit billings either before or after payment at mutually agreeable times and places. Payment under this agreement shall not foreclose the right of the purchasing entity to recover illegal payments.

21. Independent Contractor

The contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico or any participating entity. The contractor has no authorization, express or implied to bind the State of New Mexico, WSCA or any participating entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State of New Mexico, WSCA, or participating entity, except as expressly set forth herein. 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 or participating entity as a result of this agreement.

22. Use of Subcontractors

The contractor may subcontract voice and data services as well as installation, training, or maintenance services. However, the contractor shall remain solely responsible for the performance of this agreement. All purchasing entity payments for products or services shall be make directly to the contractor. If subcontractors are to be used, the name of the authorized subcontractor(s) may be identified in the applicable participating addendum(s).

23. Indemnification

The contractor shall hold the State of New Mexico, participating entities and its agencies and employees harmless and shall indemnify the State of New Mexico, participating entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including reasonable attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors while on the premises of the State of New Mexico premises or the premises of a Participating Entity. Contractor shall not be liable for damages that are the result of negligence by the State of New Mexico, the participating entity, or its employees. As a condition, the State of New Mexico (or the Participating Entity) shall:

1. give the contractor prompt written notice of any claim;

2. allow the contractor to control the defense or settlement of the claim; and

3. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

24. Amendments

The agreement shall only be amended by written instrument executed by the parties.

25. Scope of Agreement

This agreement incorporates all of the agreements of the parties concerning the subject matter of this agreement, and all prior agreements have been merged into this agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

26. 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.

27. 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.

28. Web Site Maintenance

Contractor agrees to maintain and support a contractor supplied Internet website for access to the SES, service selection assistance, problem resolution assistance, product descriptions, product specifications, coverage description and other aides in accordance contractors proposal. In addition, contractor agrees to provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking, payment by purchase card and reporting by September 1, 2001. Contractor shall not be responsible for claims or damages of any nature including consequential, incidental, indirect or direct damages as a result of the operation of the Web Site including, but not limited to the unavailability of any information as well as any downtime, outages or delays.

29. Equal Opportunity Compliance

The contractor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which it's primary place of business is located. In accordance with such laws, regulations, and executive orders, the contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, 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 by the contractor under this agreement. If the contractor is found to be not in compliance

with these requirements during the life of this agreement, the contractor agrees to take appropriate steps to correct these deficiencies.

30. Limitation of Liability

A. Contractor does not assume and shall have no liability under the Agreement for (i) failure to deliver the Equipment within a specified time period; (ii) availability and delays in delivery of the Equipment (iii) damage caused to the Equipment due directly or indirectly to causes beyond the control of Contractor, including, but not limited to acts of God, acts of the public enemy, acts of the government, acts or failure to act of the Purchasing Entities, its agents, employees or subcontractors, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, war unusually severe weather conditions or default of Contractor's subcontractors due to any such causes; or (iv) the use of Nextel Wireless Web Services, including but not limited to the accuracy or utility of any information acquired from the Internet through Nextel Wireless Web Services; or Internet Services, Content or Applications whether or not supported by the Contractor. WITHOUT LIMITING THE FOREGOING, THE CONTRACTOR'S SOLE LIABILITY FOR SERVICE DISRUPTION, WHETHER CAUSED BY THE NEGLIGENCE OF THE CONTRACTOR OR OTHERWISE, IS LIMITED TO A CREDIT ALLOWANCE NOT EXCEEDING AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE PURCHASING ENTITY FOR THE PERIOD OF SERVICE DISRUPTION. EXCEPT AS OTHERWISE SET FORTH IN THE PRECEDING SENTENCE, IN NO EVENT IS CONTRACTOR LIABLE FOR ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, PERSONAL INJURIES OR PROPERTY DAMAGES SUSTAINED BY THE PURCHASING ENTITY OR ANY THIRD PARTIES.

B. For all claims other than those mentioned in Section A above, the contractor's liability to a purchasing entity for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject the purchasing entity's claim. The foregoing limitation does not apply to Paragraphs 12 and to damages resulting from personal injury caused by the contractor's negligence as stated in section 23 of this agreement. In no event shall the contractor be liable for any indirect, special or consequential damages arising out of this agreement or the use of the products purchased by the purchasing entity hereunder, even if the contractor has been advised of the possibility of such damages.

31. Governing Law

A. This price agreement shall be governed and the resulting price agreement construed in accordance with the laws of the lead state. The construction and effect of any participating addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the purchasing entity's state.

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

32. Change in Contractor Representatives

Contractor shall appoint a primary representative to work with the agreement administrator to maintain, support and market this agreement. The NMSPA reserves the right to request a change in contractor's then-current primary representative if the assigned representative is not, in the opinion of the NMSPA, serving the needs of the State of New Mexico and the participating entities adequately. The NMSPA shall so notify Contractor in writing, and shall provide Contractor with a brief description of the unsatisfactory performance or conduct, and Contractor shall promptly address the performance or conduct of such person, and, if it cannot satisfactorily resolve the NMSPA's concerns regarding such person, shall replace such person with another person acceptable to the NMSPA and with sufficient knowledge and expertise to perform the tasks previously performed by his or her predecessor.

33. Release

The contractor, upon final payment of the amount due under this agreement and any agreements entered into between the contractor and a Participating Entity, releases the NMSPA, State of New Mexico and participating entities' officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this agreement. The contractor agrees not to purport to bind the State of New Mexico or any participating entity to any obligation, unless the contractor has express written authority to do so, and then only within the strict limits of the authority.

34. Confidentiality

Any confidential information provided to or developed by the contractor 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 participating entity.

35. Conflict of Interest

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

36. Replacement Parts

Replacement parts may be refurbished.

37. FCC Certification

The contractor agrees that equipment supplied by the contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination.

38. Licensing

Contractor agrees to not to provide services or products to any governmental entities in a geographic area for which contractor does not have appropriate FCC licenses or other appropriate authorizations.

39. Assignment

Contractor may assign this agreement to a successor entity that acquires all or substantially all of its stock or assets, to a successor entity in a share exchange or to a wholly or majority owned subsidiaries or affiliates provided such assignee has the financial and operational capabilities to perform this agreement and agrees to assume and fully discharge all of the duties and further obligations of Contractor arising under this agreement.

40. Agreement Administrator

The NMSPA shall appoint an agreement administrator whose duties shall include but not be limited to the following:

A. The administrator shall provide instructions concerning the contents of the contractor's website.

B. The administrator will facilitate dispute resolution between the contractor and procuring agencies. Unresolved disputes shall be presented to the NMSPA for resolution.

C. The administrator shall promote the use of the agreement by WSCA members and other participating entities.

D. The administrator shall advise the NMSPA regarding the contractor's performance under the terms and conditions of the agreement.

E. The administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.

F. The administrator shall periodically verify the service and product prices in the SES conform with the contractor's volume price guarantees. The administrator may appoint an auditor to perform this task.

42. Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Wireless service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

43. Lease Agreements

Contractor may lease equipment to procuring agencies in accordance with terms and conditions mutually agreed to and approved by the appropriate governing authority for the purchasing entity's jurisdiction. Such approval shall be indicated in the participating addendum.

44. Succession

This agreement shall be entered into and be binding upon the successors and assigns of the parties.

45. Notification

Either party may give written notice to the other party in accordance with the terms of this paragraph 45. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three business days after being mailed.

To NMSPA:

New Mexico State Purchasing Agent
Purchasing Division
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive

Santa Fe, New Mexico 87505

or

P.O. Drawer 26110
Santa Fe, New Mexico 87502-0110

To Contractor:

Nextel Communications Government Accounts
1505 Farm Credit Road
4th Floor, Government Accounts
McLean , Virginia 22102

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 45. The carrier for mail delivery and notices shall be the agent of the sender.

46. Administration Reporting and Fees

The contractor agrees to provide periodic price agreement utilization reports to the agreement administrator in accordance with the following schedule:

Period End	Report Due
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The periodic report shall include the gross revenue (equipment purchases, service fees, lease and maintenance agreement payments) for the period subtotaled by purchasing entity name or identifying number, within the purchasing entity's state name. The periodic report shall include the total active lines in operation at the end of the period subtotaled by purchasing entity name, within purchasing entity's state name.

The report shall be accompanied with a check payable to Western States Contracting Alliance for an amount equal to one-tenth of one percent (0.0010) of the gross revenue for the period.

The reports and checks shall be addressed and delivered as follows:

Mr. Terry Davenport	Mr. Terry Davenport
Purchasing Division, Room 2016	Purchasing Division
1100 St. Francis	P. O. Drawer 26110
Santa Fe, New Mexico 87505	Santa Fe, New Mexico 87502-0110

The failure to file the utilization reports and fees on a timely basis shall constitute grounds

for the removal of the contractor's primary representative, suspension of the price agreement or termination of the price agreement for cause.

47. Credit Handling

The contractor agrees to credit procuring agencies for service outages/overloads in accordance with the following procedures.

A. The purchasing entity should contact the contractor as soon as possible after they are alerted to the problem for quick resolution.

B. The purchasing entity needs to provide the following information; called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.

C. The credit will be issued by the contractor's customer service representative and will appear on the procuring agencies' next monthly invoice as a line item on a separate page exclusively for credits. The contractor can also instruct the purchasing entity to deduct the credit amount from their current invoice if that would be more in line with the procuring agencies' satisfaction and requirements.

48. Default and Remedies

A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this contract.

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the lead state (in the case of breach of the entire agreement), a participating state (in the case of a breach of the participating addendum), the purchasing entity (with respect to any order), or the contractor.

C. If the default remains after the opportunity for cure, the non-defaulting party may:

(1) Exercise any remedy provided by law or equity;

(2) Terminate the contract or any portion thereof, including any orders issued against the contract;

(3) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future solicitations.

49. Audits

A. The contractor agrees to assist the agreement administrator or designee with web site product and pricing audits based on mutually acceptable procedures.

B. The contractor agrees to assist participating states with invoice audits to ensure that the contractor is complying with the agreement in accordance with mutually agreed procedures set forth in the participating addendum.

50. Service Interruption

Contractor reserves the right to interrupt Services if Purchasing Entity's account (i) appears to have excessive charges, or (ii) shows any unusual calling patterns. Such interruption may be done to protect Purchasing Entities or Contractor as the Contractor determines in its sole discretion. Contractor may interrupt service to delinquent accounts five (5) business days after Contractor has notified the County in writing of its intention to do so.

51. Extensions

Unless prohibited by provision in a participating addendum, contractor may, at the sole discretion of contractor, offer wireless services to non-profit organizations, religious schools, government employees and students within the governmental jurisdiction of the entity completing the participating addendum with the understanding that the governmental entity has no liability whatsoever concerning the equipment or for payment of services. It is further understood that the contractor is under no obligation to report the revenue or pay an administration fee on the sales from such organizations and individuals.

52. E-Rate Program

Contractor agrees to participate in the Federal Communications Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) requirements.

53. Connectivity

Contractor is currently unable to allow users to connect with the long distance telephone service providers of their choice. Users may access long distance carriers via a calling card.

54. Use of Service

Purchasing entities agree to comply with all FCC rules and regulations regarding use of contractor supplied equipment. Purchasing entities further agree not to use contractor supplied services for any unlawful purpose nor will purchasing entity personnel us contractor proved service in aircraft in violation of FAA rules and regulations. To the extent permitted by law, purchasing entities agree to hold contractor harmless from any purchasing entity personnel violations of FCC rules or regulations, or violation of any statutes, ordinances or laws of any local, state or federal public authority.

55. Equipment; Codes and Numbers

Contractor reserves the right to change or remove assigned codes and/or numbers when such change is reasonably necessary in the conduct of its business. Purchasing entities do not have any proprietary interest in such codes or numbers. Federal and state laws make it illegal for third parties to listen in on service; however, complete privacy cannot be guaranteed.

56. Nextel Wireless Web Services

Nextel Wireless Web Services, consisting of certain applications such as email, data, information and other wireless internet services (the "Applications") are part of the services that can be obtained through contractor. Certain Applications offered by contractor or authorized third parties may be compatible with the equipment and/or the service offered by contractor. Purchasing entities acknowledge and agree that there is no guarantee or assurance that the Applications are compatible, or will continue to be compatible, with contractor's system or any of its equipment or service offerings. Such compatibility or approval from contractor of compatibility shall not be construed as an endorsement of a particular Application or a commitment on the part of contractor that Application(s) will continue to be compatible with the system, equipment or service for any period of time. Contractor reserves the right, in its sole discretion, to disable or discontinue any Application for any reason. Use of Nextel Wireless Web Services requires a wireless internet compatible phone, and is subject to any storage, memory or other Equipment limitation. Only certain internet sites may be accessed, and certain Nextel Wireless Web Services may not be available in all service areas.

57. Application Care and Support

Purchasing entities acknowledge and agree that in most cases, the developer of an Application is responsible for providing customer care and Application support to all purchasing entities using the Application. In the event a purchasing entity contacts contractor customer care with a problem concerning the use of an Application, the purchasing entity may be referred to the Application developer's customer care, and contractor shall have no obligation to support such Application.

58. Notice Regarding Use of Service For 911 or Other Emergency Calls

The Service provided hereunder does not interact with 911 and other emergency services in the same manner as landline telephone service. Depending on the circumstances of a particular call, the Service provided hereunder may not be able to identify purchasing entities personnel location to emergency services, and purchasing entity personnel may not always be connected to the appropriate emergency services provider.

59. NO WARRANTY (SERVICE)

CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO PURCHASING ENTITIES IN CONNECTION WITH ITS USE OF THE SERVICE. IN NO EVENT SHALL COTRACTOR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES TO THE FULL EXTENT THE SAME MAY BE DISCLAIMED BY LAW. PURCHASING ENTITIES ACKNOWLEDGE THAT SERVICE INTERRUPTIONS WILL OCCUR FROM TIME TO TIME AND AGREES TO HOLD CONTRACTOR HARMLESS FOR ALL SUCH INTERRUPTIONS.

60. NO WARRANTY (EQUIPMENT)

CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, TO PURCHASING ENTITES OR TO ANY OTHER PURCHASER OF MOTOROLA OR OTHER EQUIPMENT. WITHOUT LIMITING THE FOREGOING, CONTACTOR SPECIFICALLY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASING ENTITIES HEREBY WAIVE ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, WHETHER OR NOT OCCASIONED BY COMPANY NEGLIGENCE AND INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM THE INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT SOLD OR LEASED HEREUNDER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN. PURCHASING ENTITIES ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT. IF THE EQUIPMENT PROVES DEFECTIVE, UNLESS OTHERWISE AGREED BY CONTRACTOR, THE COSTS OF ALL NECESSARY SERVICING AND REPAIR WILL BE BORNE BY PURCHASING ENTITIES.

61. Coverage Area

Local dispatch (Direct Connect), cellular calling, Nextel Wireless Web Services and

respective coverage areas for these Services are subject to change at any time at the sole discretion of Contractor.

IN WITNESS WHEREOF,

the parties have executed this agreement as of the date of execution by the New Mexico State Purchasing Agent, below.

State of New Mexico State Purchasing Agent	Contractor Nextel West Corp.
By: Louis T. Higgins Louis T. Higgins Date: 8.02.2001	By: Roy H. Chestnutt Title: Regional Vice President Date: August 1, 2001