WESTERN STATES CONTRACTING ALLIANCE

WIRELESS COMMUNICATION SERVICE AND EQUIPMENT MASTER PRICE AGREEMENT 13-00115

This Agreement is made and entered into by Sprint PCS ("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.

"Affiliates" refers to contractor authorized subcontractors who may be assigned by the contractor to provide products or services under the terms of this agreement. The list of affiliates performing services in a given geographic region shall be named in the respective participating addendum(s).

"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 for both voice and data that is 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. 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.

"Participating State" or "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 a 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.

"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 that directs the contractor to deliver products or services pursuant to this agreement.

"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. Wireless device maintenance, training and technical support services are included.

"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. Only those states listed above (and each state's authorized subdivisions) are authorized to participate under this agreement. The Contractor has at its discretion, the option of extending this offer to the other designated non-WSCA states at a future date with the approval by the majority of the WSCA directors.

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 valid "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 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 acceptance.

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. exhibits to this agreement;
C. executed participating addendum(s);
D. the list of products and services contained in the purchase order; including any service, lease or maintenance agreements;
E. the request for proposals document 10-00115;
F. letter from Mark Melcher dated June 18, 2001;
G. contractor's proposal including the best and final offers;
H. contractor's proposal

Notwithstanding the foregoing, NMSPA and each Purchasing Entity participating under this Agreement acknowledge that NMSPA has accepted contractor's offer, which consist of Sprint's proposal as modified by its best and final offers. The pricing and terms of this agreement are based on that offer.

6. Payment Provisions

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

A. Acceptance

A purchasing entity shall determine whether all services and products delivered meet the contractor's published specifications. No payment shall be made for any products or services until the services and products have been accepted in writing by the purchasing entity. Unless otherwise agreed upon between the purchasing entity and the contractor, within fifteen (15) days from the date the purchasing entity receives written notice from the contractor that payment is requested for services or within fifteen (15) days from the receipt of products, the purchasing entity shall issue a written certification of complete or partial acceptance or rejection of the products or services.

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 thirty (30) days of the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, 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 make a good-faith effort to pay within thirty (30) days after date of certification. 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. If a purchasing entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the contractor shall be reimbursed by the purchasing entity to the extent of any tax liability assessed. Any purchasing entity is responsible for providing contractor with appropriate exemption certifications before such taxes will be removed from the purchasing entity's invoice.

D. Invoices

Invoices shall be submitted to the purchasing entity. Contractor invoices (1) recurring monthly charges 1 invoicing cycle in advance, and (2) airtime charges retroactively to the first minute at the appropriate rate level on Purchasing Entity's service plan(s) according to the total usage in Purchasing Entity's invoicing cycle. Charges for most Services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute. Contractor invoices Purchasing Entities for completed calls that are dialed manually (1) from the phone or other device from the time the TALK (or similar key) is pressed until the call is terminated by either party, and (2) to the phone or other device from the time shortly before the phone rings until the call is terminated by either party. Contractor invoices charges for Services as soon as possible after the Services are provided; but Contractor may invoice Purchasing Entities for usage and charges that occurred prior to the close of an invoicing cycle if they were not previously invoiced to the Purchasing Entity. If a Purchasing Entity is invoiced for usage incurred during a prior invoicing cycle, those minutes will be applied against the Service Plan minutes for the current invoicing cycle. However, if a Purchasing Entity changes its Service Plan between the time the usage was incurred and the beginning of the current invoicing cycle, those minutes from the prior invoicing cycle will be charged at the applicable per minute overage rate set out in the Service Plan in effect at the time the usage was incurred. Invoicing cycles are approximately 30 days in length. Invoicing cycle and dates may change from time to time during the term of the agreement. Certain Service Plans do not include itemized message transmission detail, even for measured service. Other Services are invoiced on a recurring monthly flat rate charge without any itemized message

transmission detail. Purchasing Entity must promptly notify Contractor in writing of any change in the Purchasing Entities' invoicing address. If Purchasing Entity changes or adds a different Service Plan or service feature to an account and the change is effective before the start of the Purchasing Entity's next full invoicing cycle, The Purchasing Entity will be invoiced a prorated amount for the period during the previous invoicing cycle that the new Service Plan or service feature was effective. Contractor may require a service charge for implementing any change directed by The Purchasing Entity in the Service Plan or optional service features selected. Contractor will invoice Purchasing Entities for each shipment of Equipment on a Purchasing Entity's invoices for Services..

7. Agreement Term

The agreement is effective on July 1, 2001 for a term of three (3) calendar years and 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 warranty or other service obligations incurred under the terms of this agreement. In the event any purchasing agent terminates for convenience an account that has received credits based on a term commitment, contractor will be entitled to recoup any unearned credits based upon such termination.

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. However, contractor is not obligated to continue to provide the NVP Discount to the Purchasing Entity after the 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 accepted prior to the effective termination date or 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.

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 assist 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.

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 or Federal Express Second Day.

11. Wireless Service, Warranty and Maintenance Agreements

A. Services and products are covered under the agreements in effect at the time the products are delivered. All equipment provided by the contractor under this Agreement will be new and accompanied by the standard manufacturer's consumer warranty. Contractor warrants good and clear title to the equipment and will defend and indemnify Purchasing Entities from any encumbrances or claims of ownership by any third parties.

B. Contractor offers an Equipment Replacement Program to protect the phone, battery pack and adapter from loss, theft, or damage for $4.00 per month with a $35 deductible. Members are allowed 2 claims per 12 month period, and can re-enroll 12 months after the date of the second claim. The program is underwritten by Kemper Insurance and administered by Lockton Companies. Contractor liability cannot exceed $500 per claim.

C. The parties acknowledge and agree that the service and warranties described above may be modified by contractor, from time to time, with the prior approval of the agreement administrator. Such approval shall not be unreasonably withheld.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

A. 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 or Puerto Rico, and shall pay all costs, damages and 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, 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 a publicly announced advertised or promotion price, 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.

C. 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 possible, 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 may make product substitutions either to the internal system components, options or accessories as long as the substitute item is the same or better technology at the same or lower price. Delivery order modifications will not be required. The invoice will reflect the actual product shipped NOT the product ordered. To effect administrative savings, procuring agencies are instructed to make payments in accordance with this paragraph without requiring a delivery order modification. The following note will appear on the invoice.

"In accordance with the Product Substitutions paragraph in the Master

Price Agreement, Contractor has substituted a product on this order. The substitution is the same or better technology at the same or lower price."

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 and accepted 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 five 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 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 shall be subject to inspection by the purchasing entity and appropriate governmental authorities within the purchasing entity's state. The purchasing entity shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the purchasing entity to recover excessive or 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 installation, training, warranty 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) shall 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 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. 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.

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 30 days from requested date, for Contractor standard e-Commerce offerings. For a customized e-commerce solution, this date will vary.

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

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 23 of this agreement or to damages resulting from personal injury caused by the contractor's negligence. 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.

Contractor is not liable for any damage arising out of or in connection with:

A. any act or omission of any telecommunications service or other service provider other than Contractor;

B. any directory listing;

C. any dropped calls, except as provided in an "Advantage Agreement";

D. any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations, except as provided in an "Advantage Agreement";

E. any interruption or failure of 911 or E911 emergency services or identification of the MIN, address or name associated with any person accessing or attempting to access emergency services from Purchasing Entity's phones;

F. the installation or repair of any Products or equipment by parties who are not Contractor's authorized employees or agents;

G. traffic or other accidents, or any health-related claims allegedly arising from the use of Services or Products, or both;

H. events due to factors beyond Contractor's control, including, without limitation, acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or order of governmental authority;

I. the use of Contractor's Wireless Web Services, including the accuracy or reliability of any information obtained from the Internet using Contractor's Wireless Web Services, or Internet services, content or applications not supported by Contractor;

J. any late or failed message delivery;

K. providing an Intranet Site for Purchasing Entity and its Employees;

L. any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services,

M. any use of a phone not authorized by Purchasing Entity, except as provided in paragraph 15;or

N. any negligent or intentional act or omission of Purchasing Entity or an Employee.

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. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a participating addendum or shall be in 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 require 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.

33. Release

The contractor, upon final payment of the amount due under this agreement, 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

The contractor shall not assign, sell or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of the NMSPA. Contractor shall not sublet rights or delegate responsibilities without prior written approval of the agreement administrator.

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, equipment lease agreements, warranty and maintenance agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

43. Lease Agreements

Contractor does not offer leased equipment.

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:

Sprint PCS
WSCA Contract Administration
3960 Howard Hughes Parkway, Suite 350,
Las Vegas, NV 89109

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
Purchasing Division, Room 2016
1100 St. Francis
Santa Fe, New Mexico 87505

Mr. Terry Davenport
Purchasing Division
P. O. Drawer 26110
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.

D. A credit memo will be sent to the procuring agencies' billing manager by the contractor and will contain the following information;

-Credit Date of Issue
-Bill payer Number credit was applied to
-The invoice number and date
-Reason for Credit
-Amount of credit issued

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. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

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) Impose liquidated damages, as specified in the solicitation or contract;

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. Fraud

The contractor receives near real-time usage data on users calling volumes and patterns. The contractor shall suspend any account upon confirmation of fraud.

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's plan options include nationwide long distance service as part of the package choices. Contractor is unable to program/reprogram wireless devices to support connectivity to designated long distance telephone service carriers.

54. Roaming

"Roaming" occurs when a call is made or received on a wireless network that is not a part of the contractor's Network. Contractor phones are specifically designed and engineered to work only on the contractor's Network. Contractor's phones and devices work on other CDMA PCS providers' systems only when a roaming agreement is in place between the contractor and the other providers. Dual-mode contractor phones will work on both a CDMA PCS provider's system (in addition to the contractor's Network) and a

wireless analog telecommunications provider's system only when roaming agreements are in place between contractor and the other providers. If no roaming agreement is in place, Purchasing Entities may be able to place roaming calls "manually" by using a valid credit card. Certain features are not available when roaming. Roaming rates may be different from and higher than the rates for calls on the contractor's Network. Roaming charges are invoiced according to the practices of the roaming service provider and there may be delays before contractor posts them to a Purchasing Entity's account.

54. Interruption of Services

Contractor may give credit for a continuous interruption of Services for more than 24 hours on a case-by-case basis. No credit will be made for interruptions caused by a Purchasing Entity's or user's negligence or willful action or omission or by failure of products or services not provided by contractor. may provide the Purchasing Entity with an airtime credit of 1 minute for a call that is disconnected due to transmission limitations caused by atmospheric, geographic or topographic conditions and that the Purchasing Entity or one of its users redials within 1 minute of disconnection. The Purchasing Entity must notify contractor's Customer Care within 24 hours of the disconnection to request credit for the call.

55. Voice Command

The Contractor's Voice Command feature is an optional service that allows users to place calls without manually dialing by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from a phone that is dialed using the Voice Command feature begin when the TALK or similar key (including the ## keys for making subsequent calls) is pressed or activated and end when the call is terminated by hitting the END key or by returning to the Voice Command platform. If a subsequent call is initiated and completed without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance charges will be applied to the entire length of a completed call initiated from the Voice Command feature, including the entire amount of time spent interacting with the Voice Command platform. Using Directory Assistance to input names into the Voice Command address book will incur additional charges. Details on charges for the Voice Command feature can be found in the marketing materials for this feature or by calling Contractor's Customer Care.

55. Subscriber Information (Customer Proprietary Network Information)

In the normal course of providing Services to the Purchasing Entities, Contractor develops information that relates to the quantity, technical configuration, type, destination and amount of the Purchasing Entity's use of Services, together with the development of billing information ("Subscriber Information"). The Purchasing Entities

acknowledge that the identities of Contractor's customers, including any employees activating Services under the employee advantage program (including such employees' names, addresses and telephone numbers) are confidential information belonging to 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 Sprint PCS
By: Louis T. Higgins	By: Sharon W. Gallegan
Louis T. Higgins	Title: Area Vice President
Date: 7.13.2001	Date: 7-11-01

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER PRICE AGREEMENT
13-00115

1. Scope: The Washington State Department of Information Services (DIS) is the Participating Entity under this Participating Addendum and its jurisdiction for purposes of this agreement includes as authorized purchasing entities (Purchaser), any Washington State agency with properly delegated authority to purchase the Products and Services that are the subject of this Master Price Agreement, or any political subdivision (including public schools, colleges or universities) of the state of Washington or non-profit organization with the authority to purchase such Products and Services, who have a properly executed Interlocal Cooperative Agreement (Customer Service Agreement) with DIS. This agreement is not for personal use.

Employees may not purchase products or services for their personal use under authority of this agreement.

2. DIS and Sprint PCS (Contractor) agree to the following changes:

a) Paragraph 2 (Scope of Work)

Delete the first paragraph and substitute the following:

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 valid "purchase orders". Purchase orders may be issued to purchase services or to purchase products listed on the Contractor's SES.

b) Paragraph 6 (Payment Provisions)

(i) Delete subparagraph B (Payment of Invoice) and substitute the following:

Payment shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the Contractor within thirty (30) days after purchasing entity's receipt of a properly payable invoice. After the thirtieth day from purchasing entity's receipt of a properly payable invoice, contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum or $1.00. The purchasing entity shall make a good-faith effort to pay within thirty (30) days after receipt of a properly payable invoice, however purchasing entities identified by DIS as requiring more time to make payment shall have their account categorized as "Slow-Pay" by contractor. Slow Pay purchasing entities shall accrue no late fees or interest until sixty (60) days after receipt of a proper invoice. Payments may be made via a purchasing entity's "Purchasing Card".

(ii) Add at the end of the text in subparagraph D (Invoices) the following:

The Master Price Agreement number (13-00115) shall appear on all invoices, bills of lading, packages, and correspondence relating to this agreement.

c) Paragraph 8 (Termination)

Add after the first sentence in subparagraph A (Termination for Convenience) the following:

At any time after the first anniversary date of the Master Price Agreement, DIS may terminate its Participating Addendum, in whole or in part, by giving the Contractor thirty (30) days written notice.

d) Paragraph 12 (Patent, Copyright, Trademark and Trade Secret Indemnification)

Replace the text of subparagraph A (2) with the following:

Cooperate with and agree to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations; and

e) Paragraph 31 (Governing Law)

Replace the text of subparagraph A with the following:

The Master 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 this Participating Addendum or order made pursuant to the Participating Addendum and against the price agreement shall be governed by and construed in accordance with the laws of Washington State.

Venue for any claim, dispute or action concerning the construction and effect of the Master Price Agreement shall be in the Lead State. Venue for any claim, dispute or action concerning the construction and effect of the Participating Addendum or an order made pursuant to the Participating Addendum and placed against the price agreement shall be in the Superior Court of Thurston County, Washington.

f) Delete Paragraph 34 in its entirety and replace with the following:

Contractor acknowledges that Purchaser is subject to chapter 42.17 RCW and that this Contract and Participating Addendum shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, Purchaser will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Purchaser will release the requested information on the date specified.

g) Paragraph 51 (Extensions)

Delete this paragraph in its entirety.

h) Add new paragraph 56 (Invoice Information)

Contractor will submit properly itemized invoices that contain the following information, as applicable:

(i) Purchaser's name and address and Purchase/Field Order number
(ii) Contractor name, address, phone number, and Federal Tax Identification Number;
(ii) Description of Products, including price, quantity ordered, model and serial numbers;
(iii) Description of Service, including price
(iv) Date(s) of delivery and/or date(s) of installation and set up.
(v) Applicable discounts;
(vi) Sub-Total invoice price, excluding taxes;
(vii) Applicable taxes;
(viii) Total invoice price
(ix) Payment terms, including any available prompt payment discounts.

Purchaser shall pay service and support charges on a monthly basis, in arrears. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.

i) Add new paragraph 57 (Rebates/Refunds)

Under no circumstances may refund or rebate incentives be given to individual Purchaser employees. Any refunds or rebates and related forms must be issued to the Purchaser at the address specified on the Purchase Order or Field Order.

j) Add new paragraph 58 (Publicity)

The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's products by DIS and shall not be so construed by Contractor in any advertising or other publicity materials.

Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Contractor wherein the name of DIS, or Purchaser is mentioned, language is used, or Internet links are provided from which the connection of Purchaser's name therewith may, in DIS' judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS *prior* to such use.

k) Add new paragraph 59 (Industrial Insurance Coverage)

Prior to performing work under this Participating Addendum, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Participating Addendum. Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Participating Addendum.

l) Add new paragraph 60 (Disputes)

In the event a bona fide dispute concerning a question of fact arises between Purchaser and Contractor and it cannot be resolved between the parties, after sixty (60) days either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

(i) If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

(ii) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

(ii) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible

Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

m) Add new paragraph 61 (Outage Notification)

When Contractor receives notice from the National Operations Center (NOC) that a network outage has occurred which may affect voice, text, or data, Contractor will notify DIS by Fax or email.

n) Add new paragraph 62 (DIS Administration Fee)

All purchases made under this Participating Addendum are subject to a DIS Administration Fee, collected by Contractor and remitted to DIS.

The Administration Fee is twenty-five cents ($.25) per active line.

The Administration Fee will be absorbed by Sprint and not invoiced to the Purchasers.

Contractor shall remit the Administration Fee directly to the Washington Primary Contact (Paragraph 3 below, Washington Primary Contact) or along with the Contract Activity Report. The check shall be payable to Department of Information Services.

o) Add new paragraph 63 (DIS Activity Reporting)

Contractor shall submit to the Washington Primary Contact a monthly Activity Report of all Equipment and Service purchases made under this Participating Addendum. The report shall identify:

(i) This Master Price Agreement (13-00115);
(ii) Each Purchaser making purchases during that month;
(iii) The total invoice price, excluding sales tax for each Purchaser;
(iv) The sum of all invoice prices, excluding sales tax, for all Purchasers; and
(v) The DIS Administration Fee.

The Activity Report and the DIS Administration Fee shall be submitted by the 25th calendar day of the month following the month in which Contractor invoiced Purchaser. Contractor shall submit this report according to the layout specified by the Washington Primary Contact.

This report may be corrected or modified by the Washington Primary Contact with subsequent written notice to Contractor.

Monthly reports are required even if no activity occurred.

p) Add new paragraph 64 (Failure to Remit Reports/Fees)

Failure of Contractor to remit the Activity Report together with the Administration Fee may be considered a failure to perform on the part of Contractor, which may result in DIS terminating this Participating Addendum with Contractor.

If the performance issues are resolved, DIS, at its option, may reinstate a Contractor's participation.

q) Add new paragraph 65 (Marketing)

Contact information for individual end users of the Services, including without limitation, names, addresses, email addresses and telephone numbers, shall not be used for the purposes of marketing non-contracted products or services, either by Vendor or third parties, without the explicit consent of such end users.

3. **Washington Primary Contact**: The primary government contact individual for this Participating Addendum is as follows:

State Of Washington
Department of Information Services
Attn: Contract Administrator
PO Box 42445
Olympia, Washington 98504-2445
Voice: 360-902-3301:
Fax: 360-664-0711

4. **Subcontractors**: The following subcontracor(s) are authorized to perform services.

"NONE"

5. **Order Document(s):** All purchase/field orders issued by purchasing entities within the jurisdiction of this Participating Addendum shall include Master Price Agreement number: 13-00115

This Participating Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Approved
State of Washington
Department of Information Services

Signature

Michael D. McVicker 5/14/02
Print or Type Name Date

Asst. Director
Title

Approved
Sprint PCS

Signature

Stephen Peters 5-10-02
Print or Type Name Date

AREA DIRECTOR
Title