Bill To:
State of Idaho
****
Send invoices to the address listed below or as indicated in the comments or instructions field
Boise, ID 83720-0075

THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

State of Idaho

Statewide Blanket Purchase Order
Contract Extension

Statewide Blanket Purchase Order
SBPO1138 - 01

DELIVER TO: **Various State Agencies**
Located throughout Idaho
****
Various, ID 83701

Date: **Thu Jun 22, 2006**
F.O.B: **Destination**
Terms:

VENDOR: **Verizon Wireless, a dba of**
Cellco Partnership
Attn: Legal Dept, Bldg E
15505 Sand Canyon Avenue
Irvine, CA 92618
Attn: Account Representative
Vendor Nbr:
Emailed To:
Matthew.Rissell@VerizonWireless.com
Phone: 208 866-2000
Fax: 208 377-3774
Account Number: P00000053809

Start of Service Date **Sat Jul 01, 2006**
End of Service Date: **Sun Dec 31, 2006**

RFQ#: **RFQ03503**
DOC#: **PREQ6570**

File(s) Attached:
- **VerizonSBPO1138PA_Pt1.pdf**
- **VerizonWSCAContract.pdf**
- **wsca_extension.pdf**

Buyer: State Purchasing CC **208-327-7465**

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		1.00
	Total:			1.00
	******************************SBPO1138 Extension This contract extension and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1138, dated July 1, 2003 for Wireless Communication Services pursuant to WSCA Contract 11-00115 from Verizon Wireless various state of Idaho agencies, institutions, departments, and Public Agencies, between Verizon Wireless, as "Contractor" and the State of Idaho as "State". Contractor and State hereby agree as follows:			

Blanket Comments:	All of the terms and conditions contained in this Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this EXTENSION is July 1, 2006. This contract is renewed for six (6) months commencing July 1, 2006 and expiring December 31, 2006. The same terms, conditions and prices prevail for the contract extension period. The dollar amount listed in the contract extended pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or maybe dependent upon the specific terms of the Contract.

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Wireless Communication Services and Equipment (Cellular Telephones) pursuant to WSCA Contract 11-00115 from Verizon Wireless (915-75-25-000) (nt)	1 LT	1.00	1.00

General	……NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD Contract for Wireless Communications Services and Equipment for various state of Idaho agencies, institutions, departments, and Public Agencies. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis. Contract Title:……Wireless Communications Services and Equipment Delivery Zone/Area:……Statewide Contract Usage Type:…….. Optional Use Public Agency Clause: ……Yes Contract Administration:….Gregory Lindstrom ---Phone Number:……208-327-7325 ---E-Mail:…….gsilvest@adm.state.id.us OR milittle@adm.state.id.us Contractor's Primary Contact Cellco Partnership dba Verizon Wireless ---Attn:…….Shannon Champion, Legal Department, Bldg. E ---Address:……...15505 San Canyon Avenue ---City, State, Zip:……Irvine, CA 92618 Phone Number:……949-286-7003 Special Info …… VerizonBoise/Matthew12-P00000053809 CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the

Comments:	**Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.** **Minimum Order Quantity:….None** **Minimum Dollar Amount:….None** **Standard Delivery Time:……Varies** **QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.** **Order Placement Address:** **---Company Name:…… Cellco Partnership dba Verizon Wireless** **---Attn:……Matthew Rissell** **---Address:……..7155 W. Denton Street, Suite 115** **---City, State, Zip:……Boise, ID 83704** **Phone Number:……208-866-2000** **Fax Number:……208-377-3774** **E-Mail:……Matthew.Rissell@VerizonWireless.com** **Special Order Information:…Contact Matthew Rissell for any ordering questions.** **Contract Pricing:……14% Discount from pricing in attached New Mexico Master Price Agreement Number 11-00115 OR as amended from time to time and listed on Contractor's Pricing Overview document located on the web at http://www.state.nm.us/spd/11115ProgramOverview.pdf** **INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.**

Instructions: **Freight / Handling Included in Price**	
	By: **GREGORY D. LINDSTROM**

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po001Display

PARTICIPATING ADDENDUM
State of Idaho Contract Number SBPO 1138

WESTERN STATES CONTRACTING ALLIANCE
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER PRICE AGREEMENT
New Mexico Price Agreement Number 11-00115

1. Scope: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the New Mexico price agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

a. Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are the Verizon Wireless entities denoted in the attached West Area Signature Page (Contractor), and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

b. Idaho Administration Reporting and Fees:

The contractor agrees to provide electronic (Microsoft Excel or similar) quarterly price agreement utilization reports to the Idaho 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 Contractor will submit reports according to the schedule set forth above to the Idaho Administrator (designated in Paragraph 4 herein). These reports shall show total Gross Revenue arising under this Addendum. For the purposes of this Addendum, Gross Revenue shall be defined as new equipment purchases (less returns and replacements), service revenue (monthly access, long distance, enhanced features, and airtime usage) but not roaming charges, taxes (state, local, or other), or early termination fees or associated fees included but not limited to federal and state Universal Service Fund charges and any other taxes for fees for which the State may claim an exemption. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.00% of the Gross Revenues for the quarterly period. The State understands and agrees that Contractor may raise the negotiated New Mexico Price Agreement prices by this amount. This report will be provided 30 calendar days from the close of the calendar quarter.

c. Applicable Law:

Notwithstanding Paragraph 5 (Order of Precedence) of New Mexico Price Agreement No. 11-00115 or Paragraph 31 (Governing Law), New Mexico Price Agreement No. 11-00115 is supplemented with the following, which shall apply to this PA.

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

d. Assignment:

Paragraph 39 (Assignment) of New Mexico Price Agreement No. 11-00115 is deleted in its entirety and replaced with the following:

ASSIGNMENTS: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator, Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State. (Idaho Code Section 67-5726(1))

e. Applicable Access Fee Discount

The State of Idaho shall be eligible for the applicable monthly access fee discount in accordance with Contractor's WSCA Subscriber Line Attainment Tiers, less 1.00%.

3. Lease Agreements: A lease agreement has not been approved for use for procuring agencies within the State of Idaho.

4. Primary Contact: The primary contact and administrator of this agreement for the State of Idaho is as follows:

Mark Little, IT Purchasing Officer
Division of Purchasing
5569 Kendall Street (Zip 83706-1231)
P O Box 83720
Boise, ID 83720-0075
Ph: 208-327-7359

5. Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement numbers:

11-00115 (New Mexico)
SBPO 1138 (Idaho)

6. Subcontractors: The following subcontractors are authorized to perform services.

("NONE")

This PA and the New Mexico 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 PA and the New Mexico Price Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the New Mexico 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 PA and the New Mexico Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

State of Idaho

Division of Purchasing

By: Jan G. Cox

Name: Jan G. Cox

Title: Administrator

Date: 7/18/03

Contractor: Verizon Wireless Entities (see attached Signature Page)

Approved As To Form
By: SC
Shannon Champion
Assoc. Director-Contracts
Verizon Wireless

VERIZON WIRELESS SIGNATURE PAGE
(EXECUTING VERIZON WIRELESS ENTITIES ARE DENOTED BY CHECKED BOXES BELOW)

☐ **Boise City MSA Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner

☐ **California RSA No.4 Limited Partnership d/b/a Verizon Wireless**
By Pinnacles Cellular, Inc., Its General Partner

☒ **Cellco Partnership d/b/a Verizon Wireless**

☐ **Cellular Inc. Network Corporation d/b/a Verizon Wireless**

☐ **Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner

☐ **Colorado 7 – Saguache Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent

☒ **CommNet Cellular License Holding LLC d/b/a Verizon Wireless**
By: Cellular Inc. Financial Corporation, Its Sole Member

☐ **Dallas MTA, LP d/b/a Verizon Wireless**
By: Verizon Wireless Texas, LLC, Its General Partner

☐ **Fresno MSA Limited Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner

☐ **Gila River Cellular General Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner

☐ **Gold Creek Cellular of Montana Limited Partnership** d/b/a Verizon Wireless
By: Cellular Inc. Network Corporation, Its General Partner

☐ **Grays Harbor-Mason Cellular Limited Partnership** d/b/a Verizon Wireless
By: Verizon Wireless (VAW) LLC, Its General Partner

☐ **GTE Mobilnet of California Limited Partnership** d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

☐ **GTE Mobilnet of Santa Barbara Limited Partnership** d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

☐ **GTE Mobilnet of the Southwest LLC d/b/a Verizon Wireless**
By Cellco Partnership, Its Sole Member

☒ **Idaho RSA No. 1 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner

☒ **Idaho RSA No. 2 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner

☒ **Idaho RSA No. 3 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner

✓ ☒ **Idaho 6–Clark Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent

☐ **Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner

☐ **Modoc RSA Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner

☐ **New Mexico RSA 3 Limited Partnership d/b/a Verizon Wireless**
By: GTE Mobilnet of the Southwest LLC, Its General Partner
By: Cellco Partnership, Its Sole Member

☐ **New Mexico RSA No.5 Limited Partnership d/b/a Verizon Wireless**
By: GTE Mobilnet of the Southwest LLC, Its General Partner
By: Cellco Partnership, Its Sole Member

☐ **New Mexico RSA 6-1 Partnership d/b/a Verizon Wireless**
By: GTE Mobilnet of the Southwest LLC, Its General Partner
By: Cellco Partnership, Its Sole Member

☐ **Northern New Mexico Limited Partnership d/b/a Verizon Wireless**
By: Cellular Inc. Network Corporation, Its General Partner

☐ **Olympia Cellular Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner

☐ **Oxnard/Ventura/Simi Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner

☐ **Platte River Cellular of Colorado Limited Partnership** d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

☐ **Pueblo Cellular, Inc. d/b/a Verizon Wireless**

☐ **Redding RSA Limited Partnership d/b/a Verizon Wireless**
By: Sacramento Valley Limited Partnership, Its General Partner
By: AirTouch Cellular, Its General Partner

☐ **Sacramento Valley Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner

☐ **Sangre De Cristo Cellular Inc. d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent

☐ **San Isabel Cellular of Colorado Limited Partnership** d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

☐ **Seattle SMSA Limited Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner

☐ **Smokey Hill Cellular of Colorado Limited Partnership** d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

☐ **Southwestco Wireless LP d/b/a Verizon Wireless**
By: Southwestco Wireless Inc., Its Managing Partner

☐ **Spokane MSA Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner

☐ **The Great Salt Flats Partnership d/b/a Verizon Wireless**
By: AirTouch Utah LLC, Its General Partner
By: Cellco Partnership, Its Sole Member

☐ **Utah RSA 6 Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent

✓ ☒ **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**

☐ **Wasatch Utah RSA No. 2 Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Utah, LLC, Its General Partner
By: Cellco Partnership, Its Sole Member

☐ **Wyoming 1 – Park Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent

By: _____

Name: Daniel J. Hess

Title: Area Vice President – Finance

Date: 6/24/03

Data furnished in this document shall not be duplicated, used, disclosed in whole or in part for any purpose other than to evaluate the document.

Master Price Agreement Terms and Conditions

WESTERN STATES CONTRACTING ALLIANCE

WIRELESS COMMUNICATION SERVICE AND EQUIPMENT MASTER PRICE AGREEMENT 11-00115

This agreement is made and entered into by Cellco Partnership d/b/a Verizon Wireless ("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 and other authorized purchasers.

The parties agree as follows:

1. Definitions

"Affiliate" means any person, partnership, joint venture, corporation, or other form of enterprise, domestic or foreign, including, but not limited to, parents or subsidiaries, which directly or indirectly control, are controlled by, or are under common control of, Contractor.

"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.

"Cellular Radio Service" (CRS) or "Wireless Communication Service" means any and all service authorized by the FCC under Part 22 of its rules as amended under the cellular orders set forth in An Inquiry Into the Use of the Bands 825-845 MHz and 870-890 MHz for Cellular Communications Systems: and Amendments of Parts 2 and 22 of the Commission's Rules Relative to Cellular Communications Systems (CC Docket No. 79-318), 86 F.C.C. 2d 469 (1981), modified as set forth in reconsideration order 89 F.C.C. 2d 58 (1982), and as further modified as set forth in reconsideration order FCC 82-308 (released July 8, 1982) (Cellular Radio Decisions) and such other service as may be authorized by the FCC hereafter under such decisions, all amendments, modifications or supplements to the aforesaid rules or orders from time to time, and any other radio service defined and regulated by the FCC as personal communications services, and all other Commercial Mobile Radio Services as defined by the FCC including, but not limited to PCS, PCS utilizing 1900 MHz, and Enhanced Specialized Mobile Radio (ESMR).

"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 that is limited to educational customers only.

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

"Lead State" means New Mexico.

"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 bilateral agreement executed by an authorized representative of the Contractor and a Participating Entity or 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's terms and conditions shall supercede this agreement.

"Participating Entity Subscriber" means Participating Entity's employee utilizing CRS for Participating Entity's business purposes, whose account is set up in Participating Entity's name and for which Participating Entity bears payment responsibly.

"Participating State" or "Participating Entity" means a member of WSCA that has indicated its intent to participate by executing this agreement, the Addendum Intent to Contract through an authorized representative of the Participating Entity or his or her designee, and who subsequently executes a Participating Addendum.

"Permissive Price Agreement" means that placement of orders consistent with this Agreement is discretionary with Contractor and Purchasing Entities. Purchasing Entities may satisfy their requirements through the use of the Price Agreement without using statutory and regulatory procedures to solicit competitive bids where authorized to do so. Purchasing Entities must adhere to all applicable procurement statutes, regulations and rules when utilizing this Master Price Agreement. Contractor may, at its discretion, deny a request to utilize this Master Price Agreement if it determines the Purchasing Entity is not authorized to do so.

"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. Participation by states and Participating Entities is subject to all applicable procurement statutes, regulations and rules and approval of the authorize state or local procurement official.

"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 Contractor to deliver products or services pursuant to this agreement.

"Regional 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.

"Services and Equipment Schedule" or "SES" refers to a complete list, grouped by major product categories, of the services and products provided by 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 Contractor's Internet web site.

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

"Subscriber" means the ultimate user of CRS provided by or through Contractor. Each CRS telephone number is deemed to be a separate Subscriber.

"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.

2. Scope of Work

Contractor shall deliver Cellular Radio Service and products to Purchasing Entities in accordance this agreement. This agreement is a "Price Agreement". Accordingly 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 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 signed by both parties.

B. Verizon Wireless' current offering of equipment under this Price Agreement is for purchase only. For information on leased equipment arrangements, please contact your account manager.

C. Contractor may offer authorized educational institutions educational price discounts that result in prices below the SES listed prices, but is not required to do so.

3. Title Passage

Title to purchased equipment shall pass to the Purchasing Entity upon acceptance and payment in full.

4. Permissive Price Agreement and Quantity Guarantee

This agreement is not a non- exclusive permissive price agreement. Purchasing Entities may obtain Cellular Radio Service or wireless service 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. Company's pricing and discount levels are dependent on the commitment tier agreed upon in writing by the Purchasing Entity.

5. Order of Precedence

Each purchase order that is accepted by 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. executed Participating Addendum(s) and exhibits thereto;
B. the terms of this agreement;
C. exhibits to this agreement;
D. the list of products and services contained in the purchase order including any service lease or maintenance agreements;
E. the Contractor's best and final offer;
F. the Contractor's response to RFP 10-00115; and
G. the State of New Mexico's Request for Proposals 10-00115.

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 Contractor's published specifications. Acceptance shall occur within fifteen (15) business days after Purchasing Entity's receipt of such Products. If Purchasing Entity accepts the Products tendered under this agreement and the Participating Addendum, such acceptance shall be deemed a complete discharge of all of Contractor's obligations, and after such acceptance Purchasing Entity shall have no remedy against Contractor nor the right to revoke such acceptance for any reason provided; if Purchasing Entity or its Subscribers (individual users and/or lines) within the fifteen (15) business day period find the Products defective then Purchasing Entity or its Subscribers shall return such Products and upon its return Contractor shall repair or replace the Products, or, if repair or replacement is not feasible, will refund to Purchasing Entity or Subscriber the fees for the Equipment.

B. Payment of Invoice

Payments shall be submitted to the Contractor at the address shown on the invoice and as otherwise set forth in the Participating Addendum. Payment shall be tendered to 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 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 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 Contractor's sole responsibility and shall be reported under Contractor's federal and state tax identification numbers. If a Purchasing Entity is not exempt from taxes for the transaction, Contractor shall be reimbursed by the Purchasing Entity to the extent of any tax liability assessed.

D. Invoices

Invoices shall be submitted to the Purchasing Entity.

7. Agreement Term

This 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. Purchasing Entity acknowledges and accepts that it may take up to sixty (60) days from the execution of this agreement for implementation. The term for each Subscriber line shall be for one (1) year, unless a longer term is required by the plan selected, and shall be automatically renewed unless terminated prior to the end of the then current term upon thirty (30) days written notice and subject to an early termination fee if applicable.

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, WSCA nor a Purchasing Entity has the right to terminate a specific purchase order or other agreement for convenience if it has been issued. 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.

B. Termination for Cause

Either party may terminate this agreement for cause based upon material breach 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. 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. 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 and shall be responsible for payment of any early termination fee incorporated by the Participating Addendum.

9. Non-Appropriation

A. This agreement and any State Contract, Participating Addendum, or 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 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.

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. Contractor. 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 Contractor, all related documentation furnished by Contractor shall be returned also. 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 Purchasing Entity and Contractor, all shipments of products shall be by Federal Express Second Day.

11. Warranties

A. The NMSPA and Purchasing Entity acknowledge that Company is not the manufacturer of the cellular telephone units, and agree that Company has not made and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition or quality of the equipment. The cellular telephone unit is provided "as is." Company shall not be liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the equipment, or by the user or manufacturer thereof, or by any repair, service or adjustment thereto or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused unless loss or damage is caused due to company' willful misconduct. Company agrees to assign to Purchasing Entity consumer

warranties as received by Company with respect to the equipment. The Purchasing Entity acknowledges that dissatisfaction with the cellular telephone units will not relieve any obligation under this agreement, a Participating Addendum, or purchase order.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the Participating Entity, 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 Contractor's trade secret infringement relating to any product or service provided under this agreement, Contractor agrees to reimburse all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, Purchasing Entity shall:

1. give Contractor prompt written notice of any claim;

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

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

B. If any product or service becomes, or in Contractor's opinion is likely to become the subject of a claim of infringement, 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 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. Promotional Pricing

The procuring agencies shall pay the lower of the prices contained in the SES or an announced promotion price available to the procuring agency. Contractor agrees to maintain 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 promotional 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 Contractor on an Internet web site provided by 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, Verizon Wireless has substituted a product on this order. The substitution is the equivalent 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 Contractor.

17. Termination of a Purchase Order

A. 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.

B. The term for each cellular line shall be for one (1) year, and shall be automatically renewed on a month-to-month basis unless terminated prior to the end of the then current term upon thirty (30) days written notice. Each line terminated prior to the end of the initial line term is subject to an early termination fee set forth or incorporated by the Participating Addendum or purchase order.

18. Services and Product Delivery

Contractor agrees to activate wireless services and deliver products to procuring agencies within three to five (3-5) 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 at its own expense. 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. 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 a Participating entity as a result of this agreement.

22. Use of Subcontractors

The Contractor may subcontract or assign installation, training, warranty or maintenance services. However, Contractor shall remain solely responsible for the performance of this agreement. All Purchasing Entity payments for products or services shall be make directly to Contractor. If subcontractors are to be used, the authorized subcontractor(s) shall be identified in the applicable Participating Addendum(s).

23. Indemnification

Contractor shall hold the State of New Mexico, Participating Entities and their agencies and employees harmless and shall indemnify the State of New Mexico, participating entities and their 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 grossly negligent acts or omissions of 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, NMSPA, WSCA or Participating Entities, or their agents or employees.

24. Amendments

This agreement shall only be amended in writing and with the consent of Contractor and NMSPA.

25. Scope of Agreement

This agreement together with Exhibits and Addendums 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, unenforceable, or illegal, 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 within 45 days of the date of execution of this agreement.

29. Equal Opportunity Compliance

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, 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 Contractor under this agreement. If Contractor is found to be not in compliance with these requirements during the life of this agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

30. Limitation of Liability

Contractor shall not be liable to Participating Entity, its employees, agents, or any third party for injuries to persons or property arising from use of the wireless telephone radio unit or related equipment, any defect in the equipment, or the installation, repair or maintenance of the equipment by any parties who are not employees of Contractor, subcontractors of Contractor, or otherwise acting on Contractor's behalf. Contractor's performance hereunder shall be excused if caused by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage beyond Contractor's reasonable control or any other causes beyond Contractor's reasonable control.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF USE OR ATTEMPTED USE OF 911 OR E911 SERVICE, NOR SHALL VERIZON WIRELESS BE LIABLE INABILITY OF USERS TO ACCESS 911 OR E911 SERVICE.

The Contractor's liability 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 gross 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.

31. Governing Law

A. This price agreement shall be governed and the resulting price agreement construed in accordance with the laws of New Mexico. The construction and effect of any Participating Addendum or order shall be governed by and construed in accordance with the laws of the Purchasing Entity's state, unless otherwise agreed to in a Participating Addendum. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the jurisdiction of the Purchasing Entity state provided Contractor provides service in the area.

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 and, support and market this agreement. Participating Entities may notify Contractor when it finds any account personnel unacceptable based on its reasonable determination that the individual is not qualified to perform the work to which he or she is assigned or is not adequately performing such work.

33. Release

The Contractor, upon final payment of the amount due under this agreement, releases the NMSPA, State of New Mexico and Participating Entity 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

During the performance of this agreement the Contractor, The State of New Mexico, WSCA, and Participating Entities may have access to certain confidential information of the other party. Each party agrees that it will not disclose to any third party or use such confidential information for any purpose other than those purposes identified in this agreement without the prior written consent of the other. The terms of this section will survive for one (1) year after any termination of this agreement.

35. Conflict of Interest

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

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

38. Licensing

Contractor agrees to not 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 its rights or delegate its duties under this agreement to its parent, an Affiliate or Affiliates of Contractor or to a partnership or partnerships in which Contractor, its parent or its Affiliates has an interest, or to third parties not mentioned above, 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. Prior to such assignment, Contractor shall provide thirty (30) days written notice to the agreement administrator and shall obtain the written consent of the agreement administrator, which consent shall not be unreasonably withheld.

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 suggestions 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.

41. (Reserved)

42. Survival

Certain paragraphs of this agreement including but not limited to Confidentiality, Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. CRS 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 may lease equipment to procuring agencies in accordance with terms and conditions 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 as set forth herein.

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:

Verizon Wireless
15505 Sand Canyon Ave
Attn: Legal Department Bldg. E
Irvine, CA 92618

Sales Manger - Major Account Manager
6745 Academy NE Suite A
Albuquerque, New Mexico 87109

A 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 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 of the Contractor's services arising from this Price Agreement and a resulting Participating Addendum with an authorized Purchasing Entity or State for the applicable Period (the "Administration Fee"). All payments made pursuant to this provision shall be deposited into a separate account held by the National Association of State Purchasing Officials ("NASPO") and shall be used to administer this Price Agreement and resulting Participating Addendums or to fund or support cooperative procurement efforts.

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

Contractor shall provide credit for dropped or interrupted calls consistent with its then current policy for the calling area where the Participating Entity receives service.

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, a Participating State (in the case of a breach of the Participating Addendum the Purchasing Entity (with respect to any order), or 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;

(4) 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. Contractor agrees to assist Participating Entity or states with invoice audits to ensure that Contractor is complying with the agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

50. Fraud

Contractor agrees to randomly monitor for CRS fraud consistent with Contractor's normal practices.

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.

52. E-Rate Program

Contractor represents that at the time of the execution of this agreement it participates 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. Extranet Based Ordering

Contractor shall develop an Extranet based ordering capability in accordance with the provisions of Addendum Extranet Agreement to be utilized by those Participating Entities authorized to purchase CRS from Contractor. Contractor's development and launch of the Extranet based ordering capability for the Participating Entity's use is subject to an implementation period of up to thirty (30) days from the date of execution of the Extranet agreement.

54. Availability of Service

Participating Entity acknowledges that CRS will be available to Participating Entity 's Equipment in a particular CRS area only when it is within the operating range of the cellular system located in the CRS area, and CRS is subject to transmission limitations and dropped calls, caused by atmospheric or topographical conditions or otherwise. CRS may be temporarily refused, limited, interrupted or curtailed due to governmental regulations or orders, system capacity limitation or equipment modifications, upgrades, relocations, repairs, and similar activities necessary or appropriate for the proper operation of CRS.

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		Contractor:	Verizon Wireless
By:	Louis T. Higgins	By:	Dan Hess
Name:	Louis T. Higgins	Name:	Dan Hess
Title:	State Purchasing Agent	Title:	V.P. Finance
Date:	8.02.2001	Date:	8/1/01

Approved As To Form
By: _____
Michael Pardi
Associate Director-Contracts
Verizon Wireless

EXHIBIT A TO

WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER PRICE AGREEMENT
11-00115

Verizon Wireless General Provisions for Wireless Service

A. Cell Phone Number And Caller ID. Verizon Wireless will assign Subscriber telephone numbers (also called an access number or mobile telephone number). Only one cellular phone (Equipment) may use each number. The Purchasing Entity does not have any property right in the telephone number or any Personal Identification Number ("PIN"). Telephone numbers may be changed or reassigned upon thirty (30) days notice to Subscriber. PIN numbers may be changed, reassigned, or eliminated. A telephone number may show up when a call is made to someone who uses caller identification unless the caller dials *67 before each call, or orders per line call blocking (where it's available).

B. Usage Charges Are Cumulative. Except as otherwise provided herein, for any single call there may be usage charges for any or all of the following: (a) airtime; (b) landline, cellular long distance, regional calling, or toll charges; (c) roaming; (d) applicable taxes; (e) applicable surcharges, assessments, government fees; and (f) enhanced or special services (such as time, weather, operator or directory assistance, call dialing, calling card use, call forwarding, and automatic call delivery). When roaming, some or all of these charges may be set by another company.

C. Usage time starts when the Subscriber first presses "SEND" on a cellular phone. Usage time ends several seconds after the Subscriber presses "END", or after the call otherwise disconnects. Verizon Wireless does not bill for calls that do not connect, or for busy signals or unanswered calls.

D. Interrupted Service. If a Subscriber is in the home airtime rate area and due to interference with radio transmission a call is dropped and redialed within five (5) minutes of the disconnection, Verizon Wireless will provide Purchasing Entity, upon request, with a one (1) minute airtime credit for such calls. To get such credits, the Purchasing Entity must notify Verizon Wireless within 90 days after the call is disconnected. Purchasing Entities may notify Verizon Wireless by calling an airtime free 800 number that will be provided to entity. If the entity's service is unavailable in Verizon Wireless' service area for more than 24 continuous hours due to Verizon Wireless' fault, Verizon Wireless will also give Purchasing Entity a pro rata daily credit, up to as much as the affected cellular line's monthly access charge, for that period. Purchasing entities must notify Verizon Wireless within ninety (90) days after the first bill that covers the time when the interruption started to receive the credit.

E. Stolen or Tampered Cellular Phone Equipment. If a Subscriber's cellular phone is stolen or is tampered with, Purchasing Entity shall notify Verizon Wireless and provide Verizon Wireless with any documentation (such as a police report) that may be requested. After receiving Purchasing Entity's notification, Verizon Wireless will suspend service for up

to 30 days from receipt of notice, or until Purchasing Entity replaces or recovers the cell phone, whichever comes first. The time of any suspension won't count toward satisfying the initial term of the cellular line. Until notification is received, Purchasing Entity will be responsible for all charges to the telephone number.

F. To maintain or improve cellular service, to prevent fraud, if Verizon Wireless believes Subscriber's service is being misused or used by anyone for unlawful activity; or if Verizon Wireless believes a Subscriber's cell phone or telephone number has been stolen or tampered with, Verizon Wireless will restrict the service of such line and notify Purchasing Entity of its actions.

G. Right to Changes Services and Rates. Applicable rates and charges are provided in the Materials applicable to the Calling Plans and service options and features selected by Purchasing Entity. Purchasing Entity agrees that Verizon Wireless shall have the right to change Calling Plans, home airtime rate areas, other rates and charges, features, and optional and ancillary services at any time after first giving the Purchasing Entity thirty (30) days written notice of the change.

H. Purchasing Entity understands and acknowledges that voice and data communications transmitted over wireless systems may not be completely private and agrees that Verizon Wireless shall have no liability whatsoever arising from any lack or breach of Subscriber's privacy. Purchasing Entity also consents to Verizon Wireless monitoring and/or recording Subscriber's calls to Verizon Wireless for quality assurance purposes.

State of New Mexico
By: Louis T. Higgins
Name: LOUIS T. HIGGINS
Title: State Purchasing Agent
Date: 2-07-2002

Contractor: VERIZON WIRELESS
By: [illegible]
Name: DANY KEIRDEZ
Title: DIRECTOR, NATIONAL SALES, WEST
Date: 2-18-02

COPY

AMENDMENT NO.1 TO
WESTERN STATES CONTRACTING ALLIANCE
Wireless Communications Service and Equipment
Master Price Agreement
11-00115

This Amendment No. 1 (the "Amendment") to the Master Price Agreement Terms and Conditions, WESTERN STATES CONTRACTING ALLIANCE, Wireless Communications Service and Equipment Master Price Agreement 11-00115 (the "Agreement") is made and entered into by and between the New Mexico State Purchasing Agent ("NMSPA") Cellco Partnership, doing business as Verizon Wireless ("Verizon Wireless" or "Contractor").

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

2. Exhibit 1 "Western States Contract Alliance, Program Overview and Pricing" is hereby incorporated into the Agreement by reference. Participating Entity and Employee subscriber ("Qualifying Subscribers") lines arising under Participating Addendums executed after the effective date written below shall qualify for the rates and access discounts shown in Exhibits 1. Participating Entity and Employee subscriber ("Qualifying Subscribers") lines arising under Participating Addendums executed before the effective date written below may choose to migrate to the rates and access discounts shown in Exhibits 1 but are not required to do so.

3. Participating Entity agrees to achieve and maintain a number of active Qualifying Subscribers within the pricing tiers ("Attainment Tier") shown in such Exhibits. Participating Entity subscriber shall have a one hundred eighty (180) day administrative grace period to meet its Attainment Tier. At the conclusion of the grace period, Contractor will use the number of active Qualifying Subscribers who have been properly enrolled and coded for participation under this Agreement to determine which Attainment Tier the Participating Entity has achieved.

   Through quarterly reviews, Contractor will determine whether the Participating Entity has exceeded its Attainment Tier and maintained such number of active Qualifying Subscribers for at least two (2) consecutive months. If so, Contractor shall notify active Participating Entity that it is eligible for an access discount associated with an Attainment Tier higher than the one originally selected. Customer acknowledges and accepts that it may take up to sixty (60) days to move active Participating Entity's Services to the new Attainment Tier and that any change in Attainment Tier shall not result in any retroactive discounts or credits.

4. When the Participating Entity permits Employee Subscriber purchases under the Agreement, Employees may obtain CRS under this Agreement at the rates, and under the terms and conditions of Exhibits 1 as attached hereto. In order to participate under this Agreement each Employee Subscriber must agree to execute and comply with all the terms and conditions of Verizon Wireless' Cellular Service Agreement and the Employee User Agreement.

5. When the Qualifying Subscribers chooses to purchase Equipment through Contractor, it shall be charged the pricing and all applicable taxes for such Equipment as indicated in Exhibit 1. Exhibit 1 Equipment Pricing reflects current equipment program and pricing which are subject to change. Qualifying Subscribers shall have the right to use their own equipment, provided such equipment is authenticatible on Verizon Wireless' network, meets the equipment requirements of the selected Verizon Wireless rate plan, and must be programmed with Verizon Wireless' then current preferred roaming list.

Data furnished in this document shall not be duplicated, used, disclosed in whole or in part for any purpose other than to evaluate the document.

6. This Amendment shall be effective when executed by both parties.

7. All provisions of the Agreement, including attachments thereto, not addressed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

State of New Mexico
By: MICHAEL C. [illegible]
Name: [illegible], Deputy
Title: State Purchasing Agent
Date: 3/27/03

CELLCO PARTNERSHIP
d/b/a
VERIZON WIRELESS:
By: [illegible]
Name: BURNETTA L. TATE
Title: VP, MARKETING & SALES OPERATIONS
Date: March 10, 2003

Approved As To Form
By: [illegible]
Michael Pardi
Associate Director-Contracts
Verizon Wireless

Data furnished in this document shall not be duplicated, used, disclosed in whole or in part for any purpose other than to evaluate the document.

verizon wireless

Schedule 1 to Amendment No. 1
Master Price Agreement Terms and Conditions

Western States Contracting Alliance

Wireless Communications Services and Equipment
Master Price Agreement 11-00115

Program Overview

The Western States Contracting Alliance ("WSCA") Cooperative Purchasing Program was established through cooperative efforts of the WSCA and the State of New Mexico. WSCA is comprised of fifteen member states. The WSCA Wireless Communication Service and Equipment Agreement (the "Agreement") is a permissive, non-exclusive price agreement permitting States or Purchasing Entities to obtain CMRS service and equipment through other sources. The Verizon Wireless/WSCA Master Agreement term is July 1, 2001 through June 30, 2004, with two (2) additional one (1) year option terms. The Master Agreement Terms and Conditions are posted at the following address: http://www.state.nm.us/spd/Wwsca11115.html

Verizon Wireless' Pricing Program Eligibility

Any State that has signed a Participating Addendum under the Western States Contracting Alliance (WSCA) is eligible for WSCA discounts on Verizon Wireless' eligible calling plans. Each States' Government Corporate-liable and Employee-liable Subscriber Line Attainment determine the monthly access fee discount percentage available, as well as discounted equipment pricing. Verizon Wireless provides seven (7) Government Subscriber Line Commitment Tiers that may be selected.

Verizon Wireless' WSCA pricing and discount tier are dependant upon the Government Attainment Tier agreed to by the State and Verizon Wireless in the State's Participating Addendum. WSCA Member States may select from Verizon Wireless' current Consumer or Business Local, Regional, and/or National calling plans, subject to eligibility. Additional terms and conditions may apply.

This information is provided as an informational tool only. Please refer to the Agreement, Your State's Participating Addendum and Verizon Wireless Pricing Program Eligibility for complete program details.

Verizon Wireless Local, Regional, and National Plan Discounts

WSCA Member State Government, Corporate-liable and Employee-liable subscribers are eligible to receive up to an 18% monthly access fee discount on select Consumer Local, Regional, National and Promotional calling plans with a monthly access fee of $35.00 and above throughout Verizon Wireless' Areas. Select Verizon Wireless Business calling plans are also eligible to receive monthly access fee discounts. Some restrictions may apply to both Consumer and Business calling plans. Please refer to the calling plan collateral/pricing exhibit of details.

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verizon wireless

Schedule 1 to Amendment No. 2
Master Price Agreement Terms and Conditions

Western States Contracting Alliance

Wireless Communications Services and Equipment
Master Price Agreement 11-00115

Program Overview

Below are Verizon Wireless' WSCA Government, Corporate-liable and Employee-liable Subscriber Line Attainment Tiers, which determine the eligible monthly access fee discount:

Government Entity Line Attainment Tier	Government Corporate-liable & Employee-liable Subscriber Monthly Access Fee Discount	Promotional Plan Monthly Access Fee Discount *(if eligible)*
5 – 99	6%	6%
100 – 499	8%	8%
500 – 999	10%	10%
1,000 – 4,999	13%	13%
5,000 – 9,999	15%	15%
10,000 – 14,999	17%	17%
15,000+	18%	18%

Note: Government Corporate-liable and Employee-liable subscribers under price plans that receive the monthly access fee discount shall not be eligible for any other revenue or access discount programs or airtime promotions. The discounts above are based on the Government Subscriber line commitment, and are available on select consumer plans only. Please contact your local Verizon Wireless Sales Representative for eligible price plans. Government Subscribers must commit to an individual line one (1) year or twelve (12) month Customer Agreement (CA).

To qualify for Verizon Wireless' pricing program, the **WSCA Member State** must execute a Participating Addendum with Verizon Wireless. Participating Entities within each WSCA Member State should follow their normal ordering procedures. An Early termination fee of $175.00 applies for Government Corporate-liable and Employee-liable subscriber lines in service less than twelve (12) months at the time of termination. Depending upon the selected plan, additional terms and conditions may apply.

Government Subscriber Equipment Pricing

WSCA Member States are eligible to receive Verizon Wireless' then current standard West Area Business Equipment Pricing available during the period in which the equipment is purchased. Please refer to the West Area Business Equipment Pricing matrix for currently available handsets.

Verizon Wireless reserves the right to replace models with comparable models and to add or discontinue models. All Subscribers may also purchase equipment at National Retail Prices if they become more favorable.

Accessory Discount: Government subscribers are eligible to receive a 25% discount off the retail price of all accessories. Please refer to the Direct West Accessory Price List or http://www.verizonwireless.com for available accessories, subject to availability.

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Program Overview

General Terms and Conditions: Rates do not apply to credit card or operator assistance calls. Airtime rates and other charges may apply to enhanced features. Verizon Wireless' cellular long distance required. All calls subject to taxes and other surcharges. Monthly allowance minutes do not apply while roaming outside of the applicable Home Calling area. Automatic roaming may not be available in all areas and rates may vary.

Digital service and features may not be available in all areas. Calls placed while traveling outside the home calling area may take longer to be billed. Airtime rounded up to next full minute, so actual allowance may vary. Airtime is charged to "800," "855," "866," "877" and "888" numbers. Calls to "911" and certain other emergency services are toll and airtime free. Charges for calls that connect begin when you press "SEND" and end when the call disconnects from the system. Airtime allowance minutes are not transferable. Unused airtime minutes are lost.

Verizon Wireless' calling areas, rates, agreement provisions, business practices, procedures, and policies are subject to change, as specified in the Verizon Wireless Customer Agreement (CA). Verizon Wireless' liability is significantly limited. Subject to the Customer Agreement (CA) terms, which applies to all lines in your account. Please read and understand the Verizon Wireless Customer Agreement (CA) before activating service. Toll, taxes, Federal Universal Service and Regulatory Charge, additional fees/surcharges and enhanced features are not included in the above rates. Rates may vary for calls placed while roaming.

Please direct any questions you may have regarding the WSCA program to:

Mr. Dany Keirouz
Verizon Wireless
Verizon Wireless Primary Contact
West Area - Director National Accounts
Dany.Keirouz@verizonwireless.com

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America's Choice℠ Calling Plans: Corporate & Employee Subscribers

America's Choice Calling Plans qualify for monthly access fee discounts.

Standard Monthly Access Fee	$35.00	$45.00	$55.00	$75.00	$100.00	$150.00	$200.00
Home Airtime Minutes	300	400	550	900	1200	2000	3000
Per Minute Rate (over allowance)	$0.45	$0.40	$0.40	$0.35	$0.25	$0.25	$0.20
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)						
Domestic and Canadian Roaming Airtime Rate†	$0.69 per minute						

Note: The America's Choice home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers, see America's Choice Calling Plan Map for details. †Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada; long distance charges will apply when making or receiving calls outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

America's Choice Optional Services:

National mobile to mobile Option:

Subscribers to America's Choice Calling Plans may purchase the national mobile to mobile option. Customers may select one thousand (1,000) national mobile to mobile minutes for an additional monthly charge of $10.00 per line. The national mobile to mobile option applies to national mobile to mobile airtime calls originated and terminated within the Verizon Wireless national mobile to mobile calling area. National mobile to mobile rates do not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. Calls must originate and terminate within the Verizon Wireless national mobile to mobile calling area. Calls are billed as mobile to mobile only when Caller ID is available. Phone may not accurately display Caller ID and roaming indication; charges based on information in billing system. Not available with fixed wireless devices with usage substantially from a single cell site. Taxes and surcharges apply.

Note: National mobile to mobile is not available throughout the America's Choice home airtime rate area. The national mobile to mobile calling area is the Verizon Wireless digital network excluding Cortez and Pueblo CO, Rock Springs, WY, Puerto Rico and Verizon Wireless' analog markets. Subscribers activating service in Evansville, Fort Wayne, Greensburg, Huntington, Indianapolis, Newton, Randolph, Seymour, Terre Haute and Jasper IN and Henderson, Owensboro, Madisonville and Paducah KY, Cortez and Pueblo CO and Rock Springs WY may not subscribe to the national mobile to mobile option. National mobile to mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. For subscribers selecting the National mobile to mobile Option, National mobile to mobile allowance minutes will be applied before home airtime minutes.*

1,000 Night and Weekend Option:

Subscribers to America's Choice Calling Plans may purchase 1,000 night and weekend minutes for an additional monthly fee of $10.00 per line. Subscribers to the 1,000 Night and Weekend Option may make and receive calls up to 1,000 minutes without incurring airtime charges within the America's Choice home airtime area. Toll and Long Distance charges may apply. The 1,000 Night and Weekend Option applies to airtime only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Thursday. For subscribers selecting the Night and Weekend Option, Night and Weekend allowance minutes will be applied before home airtime minutes.*

**For subscribers selecting both the National mobile to mobile and Night and Weekend Options, minute distribution will vary by the Verizon Wireless region where the mobile number was activated.*

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National SingleRate℠ Calling Plans: Corporate & Employee Subscribers

National SingleRate Calling Plans qualify for monthly access fee discounts.

Standard Monthly Access Fee	$35.00	$55.00	$75.00	$100.00	$150.00	$200.00	$300.00
Home Airtime Minutes	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	$0.40	$0.35	$0.35	$0.25	$0.25	$0.20	$0.20
Home Airtime Rate Area	Includes the 50 States						
Roaming Airtime Rate†	Included throughout the 50 States ($0.69 per minute in Canada)						
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)						

Note: †Roaming, toll, and long distance charges may apply when making and receiving calls from outside of the 50 States. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

National SingleRate Optional Services:

Weekend Option: Subscribers to the National SingleRate Calling Plans are eligible to purchase the Weekend Option which includes 1000 weekend minutes for an additional monthly fee of $10.00 per line. Within the National SingleRate Home Airtime Rate Area, subscribers to the Weekend Option may make and receive calls without incurring airtime charges. The Weekend Option applies to airtime only during the following weekend hours: 12:00am Saturday though 11:59pm Sunday. At each month, the previous month's unused Weekend Option minutes will be lost. Once the 1000 Weekend minutes are exhausted, any additional airtime incurred during the weekend hours will be charged at the per minute airtime rate of the applicable rate plan. For subscribers selecting the Weekend Option, Weekend allowance minutes will be applied before home airtime minutes.

SingleRate℠ Canada: Subscribers to the National SingleRate Calling Plans may purchase Verizon Wireless' SingleRate Canada service. For an additional monthly fee of $10.00 per line, SingleRate Canada subscribers in the United States may include certain parts of Canada as part of the Home Airtime Rate Area.
Note: The $10.00 per month charge for SingleRate Canada may be added to the Monthly Access Fee in some billing systems, however other systems may bill the two (2) charges independently.

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Local DigitalChoice West Area: Corporate & Employee Subscribers

Local DigitalChoice Calling Plans with monthly access fees of $35.00 and higher qualify for monthly access fee discounts.

Standard Monthly Access Fee	$25.00	$35.00	$45.00	$55.00	$75.00	$100.00
Home Airtime Minutes	100	350	500	650	1000	1400
Per Minute Rate (over allowance)	$0.45	$0.45	$0.40	$0.40	$0.35	$0.25
Verizon Wireless Long Distance†	$0.20 per minute					
Roam Rate†† (per minute)	$0.69 (includes Verizon Wireless' Domestic Long Distance for calls made throughout the 50 states and Canada)					

Note: †Domestic long distance rates may apply to calls placed or received within the home airtime rate area. ††The Roam Rate applies while outside of the Local DigitalChoice home airtime rate area throughout the United States and Canada. Each Verizon Wireless Region has a distinct home airtime rate area based upon the assigned mobile telephone number. Please see your Verizon Wireless representative for a calling plan map of the home airtime rate area applicable to your assigned mobile telephone number. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

Local DigitalChoice West Area Additional Options:

1,000 Nights and Weekends Option:

Subscribers to Local DigitalChoice Calling Plans may purchase 1,000 Night and Weekend minutes for an additional monthly fee of $10.00 per line. Subscribers to the 1,000 Night and Weekend Option may make and receive calls up to 1,000 minutes without incurring airtime charges within the home airtime rate area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Thursday. Toll and Long Distance charges may apply. For subscribers selecting the Night and Weekend Option, Night and Weekend allowance minutes will be applied before home airtime minutes.*

Local mobile to mobile Option:

Customers may select one thousand (1,000) local mobile to mobile minutes for an additional monthly charge of $10.00 per line. The local mobile to mobile option applies to local mobile to mobile airtime calls originated and terminated within select Verizon Wireless local mobile to mobile calling areas. Each cellular phone must be activated within the same local mobile to mobile calling area and the customer selecting the local mobile to mobile option must have Verizon Wireless cellular long distance, otherwise the per minute rates will mirror the non-mobile to mobile calling plan rates. Local mobile to mobile rates do not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. Local mobile to mobile rates do not apply to calls made or received outside of the subscriber's local mobile to mobile calling area. Local mobile to mobile is not available with fixed wireless devices with usage substantially from a single cell site. Local mobile to mobile calls are subject to applicable toll or long distance charges.

Note: Local mobile to mobile is not available throughout the Local DigitalChoice home airtime rate area. For subscribers selecting the Local mobile to mobile Option, Local mobile to mobile allowance minutes will be applied before home airtime minutes.*

Domestic Long Distance Option:

Subscribers to Local DigitalChoice Calling Plans may select the Domestic Long Distance Option for an additional monthly fee of $5.00 per line which allows subscribers to call from their home airtime rate area to locations throughout the 50 States at no additional long distance charge.

**For subscribers selecting both the Local mobile to mobile and Night and Weekend Options, minute distribution will vary by the Verizon Wireless region where the mobile number was activated.*

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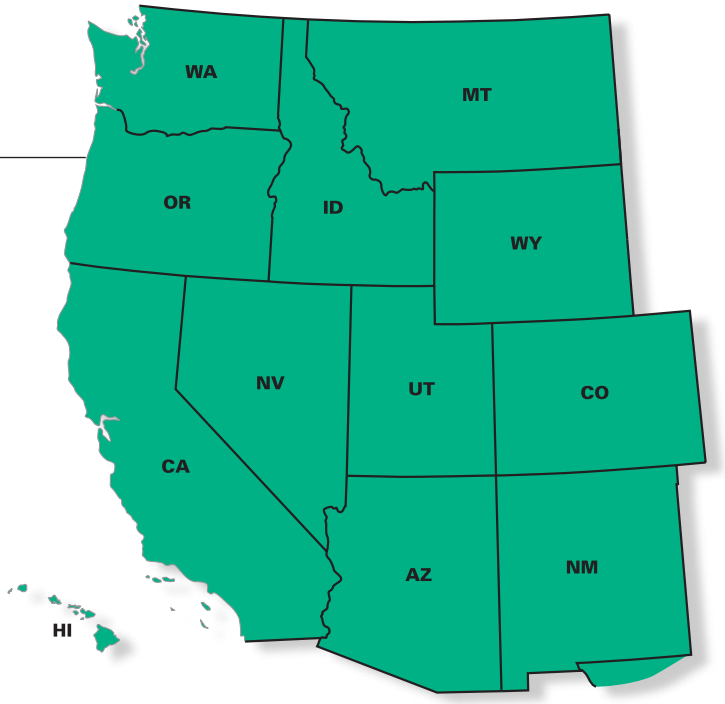
Verizon Wireless Corporate SingleRate℠ West Calling Plan

SingleRate℠ West Home Airtime Rate Area

Includes Domestic Long Distance



IMPORTANT MAP INFORMATION
The rate map shows approximately where rates apply and is not a depiction of actual service, rate availability or wireless coverage. The mapped territory contains areas with no service. Wireless service subject to network and transmission limitations, including cell site unavailability, particularly in remote areas. Customer equipment, weather, topography and other environmental considerations associated with radio technology also affect service.

Plans start at $35 monthly access with no additional long distance or roaming charges within your home airtime rate area.

SingleRate West is for if:

- most of the places you travel are within the 12 states shown, including El Paso, Texas.
- you want domestic long distance included in your calling plan.
- you want to use your monthly home airtime allowance, weekend minutes and night and weekend minutes free of roaming charges.

Select the calling plan that fits your needs.

SingleRate℠ West

Monthly Access	$35	$45	$55	$75	$100	$150	$200
Monthly Home Airtime Allowance Minutes	300	400	500	750	1100	1750	2500
Per-Minute Airtime Rate After Allowance	40¢	35¢	35¢	35¢	25¢	25¢	20¢

CDMA phone required.
Domestic long distance included, airtime charges apply.
$35 activation fee waived for corporate customers. Two-year Major Account Agreement required; minimum of five lines; individual line commitment for one or two years.
Up to $175 early termination fee per line applies to all plans. Long distance and roaming rates for international calls, where available, will vary.
Not all plans and services are available in all areas.

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Included Features

Basic Voice Mail with Message Waiting Indicator.[#††] Takes a caller's message when you can't answer the phone. Indicates that you have a message waiting.

Mobile Messenger.[sm†††] Chat without talking. Just 2¢ for messages received and 10¢ for messages sent. Also available in bundles of 100, 200 and 600 messages.

411 Connect.[sm†††] Directory assistance with automatic call completion. 99¢ per call plus airtime and long distance charges.

Caller ID.[††] See who's calling before you take the call.

Call Waiting.[#] Place a caller on hold so you can take another call at the same time.

Call Forwarding.[##††] Forward your calls to another number. 15¢/minute and long distance charges may apply.

No Answer/Busy Transfer.[##††] Transfer unanswered or busy calls to another number.

3-Way Calling.[#] Talk with two other people at the same time.

New Every Two.[sm†] The easiest way to keep up with the latest wireless technology. Two-year agreement and calling plan with $35 monthly access required.

Optional services

Choose from a number of special services to enhance your plan.

Night and Weekend Option. 1,000 night and weekend minutes are available for an additional $10 monthly access charge. Night hours are 8:01 PM – 5:59 AM; Weekend hours are 12:00 AM, Saturday – 11:59 PM, Sunday.

Mobile to Mobile Option[#†]**.** 1000 local mobile to mobile minutes are available for an additional $10 monthly access charge. Make and receive calls to and from any other Verizon Wireless customer while in your local mobile to mobile airtime rate area.

Total Equipment Coverage.[†††] Warranty/Insurance that protects your phone no matter what happens. Handset insurance offered by third-party provider.

Mobile Web.[†††] Receive personalized information from the Internet right on your Web-capable wireless phone. $6.95 monthly charge.

Extended Warranty.[†††] Replacement coverage for any defective phone. Only $1.99 monthly charge.

Wireless Phone Protection.[†††] Provides you with comprehensive insurance coverage for your wireless phone and accessories. Handset insurance offered by third-party provider.

Roadside Assistance.[†††] Emergency help when and where you need it, 24 hours a day. Just $2.95 monthly charge.

[#]Airtime charges apply to all calls simultaneously. Airtime charges also apply to message retrieval.
[##]Airtime and domestic long distance charges may apply to forwarded/transferred calls even if you send the calls to wireline telephones.
† See product brochure for details.
†† Not available everywhere.

For more information, speak with a sales representative.

Important Information:
Operates in digital and analog modes. Rates based on use of phone as programmed by Verizon Wireless. Your phone software may be changed over the air without notice. Digital service and features not available in all areas. Rates apply to calls placed in the SingleRate[sm] West area. Geographic and other restrictions apply. Rates do not apply to credit card or operator assisted calls, which may be required in certain areas. Airtime is rounded to the next full minute so actual allowance may vary. Unused airtime minutes are lost. Airtime minutes are not transferable. Charges for calls that connect begin when you press SEND while placing a call, or upon connection to the system. On incoming calls, charges may begin prior to the phone ringing and before you press SEND to receive the call. Charges end when the call disconnects from the system, which may be a few seconds after you press END. When you place calls that ring for 60 seconds or more, you may be billed at normal airtime rates even when such calls are busy or unanswered. Calls to certain fax/data modems incur charges, though it may sound as if a call was unanswered. Airtime is charged on calls to toll-free numbers. Calls made from locations outside your home airtime rate area incur roaming charges. While roaming in Canada, an airtime charge of $0.69 per minute will apply, plus long distance charges (if applicable). There may be times when you are roaming on another carrier's network. The billing for roaming minutes used on another carrier's network and related long distance charges (if applicable) may be delayed depending on when Verizon Wireless is billed by the other carrier. These roaming minutes may be applied against your monthly airtime allowance in the month they appear on your bill and not during the month of usage. It may also result in phone charges in addition to your monthly access fee. Tolls, taxes and surcharges, including the Federal Universal Service and Regulatory Fee resulting from our costs of Federal Government assessments, apply and are in addition to airtime. Automatic roaming may not be available in all areas. Subject to the terms of the Service Agreement. Please read and understand it before activating. Our liability is significantly limited. Billing, shipping and end-user address must be within the Verizon Wireless licensed service area where the wireless phone number is issued. Airtime minutes are not transferable except for Family SharePlan[sm] Verizon Wireless calling plans, rate areas, rates, agreement provisions, business practices, procedures and policies are subject to change as specified in the Service Agreement. ©Verizon Wireless

America's Choice℠ Business SharePlans - West Area: Corporate Subscribers

West Area Large Bundle Business SharePlan: Hawaii, Las Vegas NV, El Paso TX, New Mexico and Northern & Southern CA Regions:

West Area Large Bundle Business SharePlan allows users on the same account from the same Verizon Wireless market within a Verizon Wireless Region within the West Area to share home airtime minutes during a given billing cycle. Customers selecting the West Area America's Choice Business SharePlan - Large Bundle will be invoiced an Account Level Monthly Access Fee determined by the Total Shared Home Airtime Minute allowance selected and a Per Line Monthly Access Fee for each Corporate Subscriber participating in the West Area America's Choice Business SharePlan - Large Bundle within the same Verizon Wireless region, as applicable. Lines activated on other Verizon Wireless calling plans will not share minutes with lines activated on the West Area America's Choice Business SharePlan - Large Bundle.

The Per Line Monthly Access Fee is eligible for monthly access fee discounts; however, the Account Level Monthly Access Fee does not qualify for such discounts.

Account Level Monthly Access Fee	$250.00	$500.00	$875.00	$1250.00	$1875.00	$2500.00	$3750.00	$5000.00	$8325.00
Standard Per Line Monthly Access Fee	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Total Shared Home Airtime Minutes	3,000	6,000	10,500	15,000	22,500	30,000	45,000	60,000	99,999
Per Minute Rate (over allowance)	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25
Verizon Wireless Domestic Long Distance Rate	Included (for Domestic calls made within the 50 States)								
Domestic and Canadian Roaming Airtime Rate†	$0.69 per minute								
Minimum Number of Lines	5	5	5	5	5	5	5	5	5
Maximum Number of Lines	10	20	35	50	75	100	150	200	333

Note: The America's Choice home airtime rate area includes the Verizon Wireless network and select preferred roaming carrier networks, see America's Choice Calling Plan Map for details. †Roaming and toll charges may apply when making and receiving calls while off the America's Choice home airtime rate area and Canada; long distance charges will apply when making or receiving calls outside the United States. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

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America's Choice℠ Business SharePlans - West Area: Corporate Subscribers

West Area Aggregate Business SharePlan: Northern CA, Hawaii, Las Vegas NV, New Mexico and El Paso TX and Verizon Wireless Northwest and Desert Mountain Regions:
The West Area Aggregate Business SharePlan is available to business customers with five (5) or more Corporate Subscriber lines. The West Area Aggregate Business SharePlan allows users on the same account within the same Verizon Wireless market within a Verizon Wireless Region within the West Area to share home airtime minutes across access points during a given billing cycle; for example, an account may have all five (5) of its Corporate Subscribers on different West Area Aggregate Business SharePlans. Each Corporate Subscriber will first draw from the shared home airtime minutes of their selected calling plan, at the end of the billing cycle any remaining shared home airtime minutes will be distributed among all the Corporate Subscribers on the account by the highest billable home usage on the account. Any unused shared home airtime minutes left at the end of the billing cycle cannot be transferred or carried over to any subsequent billing periods. Please see the table below for West Area Aggregate Business SharePlan parameters:

The America's Choice Business SharePlan - West Area qualifies for monthly access fee discounts.

Standard Monthly Access Fee	$35.00	$45.00	$55.00	$75.00	$100.00	$150.00	$200.00
Shared Home Airtime Minutes	300	400	550	900	1200	2000	3000
Per Minute Rate (over allowance)	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25
Verizon Wireless Long Distance Rate	Included when calling from the home airtime rate area to anywhere in the United States, Canada, Puerto Rico, and the U.S. Virgin Islands.						
Domestic and Canadian Roaming Airtime Rate†	$0.69 per minute (including long distance)						

Note: The America's Choice home airtime rate area includes the Verizon Wireless network and select preferred roaming carrier networks, see America's Choice Calling Plan Map for details. †Roaming and toll charges may apply when making and receiving calls from outside the America's Choice home airtime rate area and in Canada; long distance charges will apply when making or receiving calls outside the United States. Lines activated in different Verizon Wireless markets within Verizon Wireless Regions within the West Area may not share minutes. There is a maximum of two hundred (200) lines per account. Lines activated on other Verizon Wireless calling plans will not share minutes with lines activated on the America's Choice Business SharePlan. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

The America's Choice Business SharePlan - West Area Optional Services:

National mobile to mobile Option:
Subscribers to America's Choice Business SharePlans may purchase the national mobile to mobile option. Customers may select one thousand (1,000) national mobile to mobile minutes for an additional monthly charge of $10.00 per line. The national mobile to mobile option applies to national mobile to mobile airtime calls originated and terminated within the Verizon Wireless national mobile to mobile calling area. National mobile to mobile rates do not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. Calls must originate and terminate within the Verizon Wireless national mobile to mobile calling area. Calls are billed as mobile to mobile only when Caller ID is available. Phone may not accurately display Caller ID and roaming indication; charges based on information in billing system. Not available with fixed wireless devices with usage substantially from a single cell site. Taxes and surcharges apply.
Note: National mobile to mobile is not available throughout the America's Choice home airtime rate area. The national mobile to mobile calling area is the Verizon Wireless digital network excluding Cortez and Pueblo, CO and Rock Springs, WY and Verizon Wireless' analog markets. National mobile to mobile is not available to customers whose current wireless exchanges restrict the delivery of Caller ID. National mobile to mobile minutes will not be shared among Corporate Subscribers to the America's Choice Business SharePlan. For subscribers choosing the National mobile to mobile minute Option, national mobile to mobile allowance minutes will be applied before home airtime minutes.

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Local Business SharePlans℠

Choose the plans that are right for your team and share the minutes.

Unlimited Group Mobile to Mobile between team members on the same account.

- ✓ Unlimited Mobile to Mobile calling between team members.
- ✓ Unlimited nationwide long distance.
- ✓ Corporate discounts off of monthly access charges available.
- ✓ Expand your team's home calling area to twelve states for an additional $5 per line per month.

Verizon Wireless Local Business SharePlans℠				CDMA Phone Required.
Monthly Access Charge Per Line	**$35**	**$50**	**$100**	**$200**
Shared Monthly Home Airtime Allowance	**250** Minutes	**500** Minutes	**1000** Minutes	**2000** Minutes
Monthly Group Mobile to Mobile Minutes per Line	**UNLIMITED**	**UNLIMITED**	**UNLIMITED**	**UNLIMITED**
Home Airtime Per Minute Rate After Allowance	**25¢**	**25¢**	**25¢**	**25¢**
Domestic Long Distance is included (airtime charges apply). Domestic roaming is 69¢/minute. All rates for international calling will vary.				
Expand shared allowance to the 12 state Regional SingleRate℠ West home airtime rate area for an additional $5 per month per line on the Business SharePlan.				
$35 activation fee waived for corporate customers.				

Subject to 2 year Major Account Agreement with individual line commitment for 1 or 2 years. 5 line minimum. 200 line maximum per account. Up to $175 early termination fee per line. Requires credit approval. Service and promotions not available in all markets. Cannot be combined with other offers. Usage rounded to next full minute. Unused allowances lost. Taxes, other charges & restrictions apply. See customer materials for Home Airtime Rate Area and Mobile to Mobile Airtime Rate Area. Each line will first use its own airtime allowance. Unused allowances will be allocated in descending order beginning with the line that uses the most airtime. **Mobile to Mobile:** For calls on our network within your local mobile to mobile airtime rate area to members on the same account. Call forwarding, calls to/from Prepay customers excluded. See sales representative for details. ©2002 Verizon Wireless.

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Express Network℠ Calling Plans: Corporate & Employee Subscribers

Allowances below can be used for Express Network, circuit switched data connections (e.g., Quick 2 Net℠) and voice calls.

Express Network Calling Plans qualify for monthly access fee discounts.

Standard Monthly Access Fee	$35.00	$55.00	$75.00	$100.00	$150.00	$200.00	$300.00
Monthly Home Airtime Allowance	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	$0.40	$0.35	$0.35	$0.25	$0.25	$0.20	$0.20
Home Airtime Rate Area	Includes the 50 States						
Roaming Airtime Rate†	Included throughout the 50 States						
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)						

Note: †Roaming, toll, and long distance charges may apply when making and receiving calls from outside of the 50 States. You will see 777-000-0001 in dialed digits column of bill for Express Network data sessions. For current Express Network service area, please visit the web at www.verizonwireless.com/expressnetwork. Express Network data sessions automatically terminate after five (5) minutes of inactivity. During data session, if you travel outside Express Network area, or connection is otherwise unavailable, but you continue with session after returning within five (5) minutes, you will be billed for entire length of data session. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

Unlimited Express Network℠ Calling Plan & Optional Feature: Corporate & Employee Subscribers

The Unlimited Express Network Calling Plan & Optional Feature monthly fees are not eligible for monthly access discount programs or promotions.

	Unlimited Express Network Calling Plan	**Unlimited Express Network Optional Feature**
Standard Monthly Fee	$99.99	$99.99
Express Network Allowance	Unlimited	Unlimited
Home Airtime Per Minute Rate [for data usage off the Express Network (e.g., Quick 2 Net℠) and voice usage]	$0.25	Varies By Voice Calling Plan Selected
Roaming Airtime Per Minute Rate† [for data usage off the Express Network (e.g., Quick 2 Net℠) and voice usage]	$0.69	Varies By Voice Calling Plan Selected
Verizon Wireless Domestic Long Distance Rate	Included	Varies By Voice Calling Plan Selected

Note: The Unlimited Express Network Calling Plan's home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers, please see the America's Choice Calling Plan Map for details. †Roaming, toll, and long distance charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada. You will see 777-000-0001 in dialed digits column of bill for Express Network data sessions. For current Express Network service area, please visit the web at www.verizonwireless.com/expressnetwork. Express Network Megabyte Calling Plans and Express Network Calling Plans may not be combined with the Unlimited Express Network Optional Feature. Express Network data sessions automatically terminate after five (5) minutes of inactivity. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

Express Network Unlimited data sessions may be used with wireless devices for following purposes: (i) Internet browsing; (ii) e-mail; and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited Express Network cannot be used with server devices or with host computer applications. Examples of such prohibited uses include, without limitation, web camera posts or broadcasts, continuous jpeg file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications. Such data sessions cannot be used as substitute for private lines or frame relay connections. "Always On" capabilities and static Internet Protocol addresses are not available in connection with Unlimited Express Network. We reserve right to deny or terminate service, without notice, to anyone who uses Express Network in any manner prohibited or whose usage adversely impacts our network or service levels. We also reserve right to terminate service upon expiration of the Agreement.

Data Furnished In This Document Shall Not Be Duplicated, Used, Or Disclosed In Whole Or In Part For Any Purpose Other Than To Evaluate The Document.

Express Network℠ Megabyte Calling Plans: Corporate and Employee Subscribers

Express Network Megabyte Calling Plans qualify for monthly access fee discounts.

Monthly Access Fee		$35.00	$55.00	$75.00	$100.00*	$150.00*
Express Network Megabyte Allowance		10 MB	20 MB	40 MB	75 MB	150 MB
Express Network Overage Rate per Kilobyte		$0.0080	$0.0060	$0.0050	$0.0040	$0.0025
Voice and other Data Usage	Per Minute Rate within the Home Airtime Rate Area	$0.25				
	Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)				
	Domestic and Canadian Roaming Per Minute Rate†	$0.69				

Note: †Roaming and toll charges may apply when making and receiving calls off the home airtime rate area and Canada; long distance charges will apply when making or receiving calls outside the United States. *Available to Corporate Subscribers only. The home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers, see America's Choice Calling Plan Map for details. Megabyte allowance and charges for kilobytes over the monthly allowance apply to Express Network data usage; all other usage charged in accordance with calling plan. Express Network data usage is rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted each billing cycle will appear on bill. You are responsible for all charges, including all data sent and received and "overhead" whether or not you or your recipients actually receive the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage. Please see Calling Plan Features for included and additional features with the following exceptions: Call Waiting, Call Forwarding, Three Way Calling, No Answer/Busy Transfer, Caller ID, and Basic Voice Mail with Message Waiting Indicator are not included with the Express Network Megabyte Calling Plans but are available at the prevailing regional rates. Verizon Wireless Calling Plan Terms and Conditions apply. For current Express Network service area, please visit the web at www.verizonwireless.com/expressnetwork.

Definitions: Bit - A bit is short for Binary Digit, the smallest unit of information on a machine. A single bit can hold only one of two values: 0 or 1. Byte - A byte is a unit of measure 8 bits. Kilobyte - A kilobyte is a unit of measure equal to 1,024 bytes. Megabyte - A megabyte is a unit of measure equal to 1,048,576 bytes or 1024 kilobytes.

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Optional Express Network℠ Megabyte Allowances: Corporate and Employee Subscribers

Corporate and Employee Subscribers may select to combine one of the below Optional Express Network Megabyte Allowances with an eligible voice calling plan; Express Network Megabyte Calling Plans and Express Network Calling Plans may not be combined with the Optional Express Network Megabyte Allowances. When combining an Optional Express Network Megabyte Allowance with an eligible voice calling plan, rates set forth in the voice calling plan selected will apply to voice and other data usage.

The Optional Express Network Megabyte Allowance monthly fees are not eligible for any access or revenue discount programs or promotions.

Monthly Fee	$9.00	$20.00	$35.00	$55.00	$75.00	$100.00	$150.00
Express Network Megabyte Allowance	1 MB	3 MB	10 MB	20 MB	40 MB	75 MB	150 MB
Express Network Overage Rate per Kilobyte	$0.0200	$0.0150	$0.0080	$0.0060	$0.0050	$0.0040	$0.0025

Note: For current Express Network service area, visit the web at www.verizonwireless.com/expressnetwork. Megabyte allowance and charges for kilobytes over the monthly allowance apply to Express Network data usage; all other usage charged in accordance with calling plan. Express Network data usage is rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted each billing cycle will appear on bill. You are responsible for all charges, including all data sent and received and "overhead" whether or not you or your recipients actually receive the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage. For current Express Network service area, please visit the web at www.verizonwireless.com/expressnetwork/availability. Verizon Wireless Calling Plan Terms and Conditions apply.

Definitions: Bit - A bit is short for Binary Digit, the smallest unit of information on a machine. A single bit can hold only one of two values: 0 or 1. Byte - A byte is a unit of measure 8 bits. Kilobyte - A kilobyte is a unit of measure equal to 1,024 bytes. Megabyte - A megabyte is a unit of measure equal to 1,048,576 bytes or 1024 kilobytes.

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Phones That Mean Business

Attainment Tier: 1,000 - 4,999 Lines

Free!

AUDIOVOX
9155 GPX

Speaker phone, voice-activated dialing, and Express Network-capable!

Unactivated list price $219.99

Whatever your business, Verizon Wireless has the phones and wireless data devices that you need.

AUDIOVOX
CDM 9500

$149.99 Retail Price
- $100 Mail-in Trade-in Rebate*

$49.99

Unactivated list price $399.99

Full-Color Display!

MOTOROLA
T720

$179.99 Retail Price
- $100 Mail-in Trade-in Rebate*

$79.99

get it now™

Unactivated list price $349.99

LG
VX10

$89.99

get it now™

Unactivated list price $249.99

NOKIA
3285

Free!

Unactivated list price $159.99

Express Network!

SIERRA WIRELESS
AIRCARD 555

$249.99

Unactivated list price $339.99

MOTOROLA
V60i

$109.99

Unactivated list price $299.99

MOTOROLA
V120e

Free!

Unactivated list price $169.99

Full-Color Display!

Z-800

$109.99

get it now™

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KYOCERA
6035

$209.99

PDA - Phone Combo

Unactivated list price $449.99

AUDIOVOX
CDM-8300

$39.99

Unactivated list price $139.99

KYOCERA
2235

$9.99

Unactivated list price $169.99

AUDIOVOX
THERA POCKET PC

$559.99

Unactivated list price $849.99

Subject to 2-year Major Account Agreement with new individual line agreement for 2 years. All phones require a new 2-year agreement. See sales representative for line attainment minimum. Rebate offers: Allow 10-12 weeks for rebate check. Must be an active customer for 30 consecutive days. In CA, sales tax calculated on unactivated phone price. See sales representative for details.

*Trade-in rebate when you mail in your working wireless phone & activate a Motorola T720 or Audiovox 9500 before 1/31/03. See rebate slip for details.

All other phone offers valid through 1/31/03. From Verizon Wireless only. While supplies last. © 2003 Verizon Wireless

verizon wireless

*We never stop working for you.*sm

Tier: 1,000 Lines

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For Purchasing Use Only:

RFP/CONTRACT # 1410

AMENDMENT #5 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Department of Administration, Purchasing Division
On behalf of Western States Contracting Alliance
515 East Musser St., Ste. 300
Carson City, NV 89701
Contact Person: Teri Smith
Phone: 775-684-0178 Fax: 775-684-0188

And

Sprint PCS
2001 Edmund Halley Drive
Mail Stop A2-5
Reston, VA 20191
Contact Person: Mary Lou Close
Phone: 703-592-7846

WHEREAS the State of New Mexico, (the Original Lead State), has assigned all management and administration of the Western States Contracting Alliance Master Price Agreement No. 13-00115 to the State of Nevada (the Assigned Lead State); and

WHEREAS the State of Nevada, the Participating States and Sprint PCS (the Contractor) wish to continue the Agreement until a new procurement process is completed;

The parties agree as follows:

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original Master Price Agreement #13-00115 and dated July 1, 2001, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

2. Paragraph 7 of the Master Price Agreement, Agreement Terms, is amended to read as follows:
The Agreement is effective on July 1, 2001 for a term of five (5) calendar years, plus an additional six (6) months, through December 31, 2006, unless terminated pursuant to the terms of this agreement.

3. INCORPORATED DOCUMENTS. Exhibit A (Original Contract), Exhibit B (Nevada Terms and Conditions), Exhibit C (Assignment Agreement) are attached hereto, incorporated by reference herein and made a part of this amended contract.

4. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners or representative thereof.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Approved July 8, 2002

Independent Contractor's Signature	5/1/06 VICE PRESIDENT Date Independent's Contractor's Title
Signature	Date Title
Signature	5/4/06 Administrator Date Title
Signature - Board of Examiners	APPROVED BY BOARD OF EXAMINERS On 6-2-06 (Date)
Approved as to form by: Susan E. Lee Deputy Attorney General for Attorney General	On 6-5-06 (Date)