Awarded Vendor:  
0000051722  
SelectPath, Inc.  
DBA: Contact Wireless  
9016 Washington St., NE  
Albuquerque, NM 87113  
Email: jonw@contactwireless.com  
Telephone No. (505) 275-4664

Price Agreement Number: 60-000-16-00073
Price Agreement Amendment No.: Three
Term: August 15, 2016 – August 14, 2020

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

Invoice:  
As Requested at time of order

Procurement Specialist: Sandra Lujan  
Telephone No.: (505) 827-0242  
Email: sandra.lujan@state.nm.us

Title: Pager Rental/Purchase Paging Service

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 15, 2019 to August 14, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent  

Date: 08/08/2019

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM  87502 (505) 827-0472 CF
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
000051722
SelectPath, Inc
DBA: Contact Wireless
9016 Washington ST NE
Albuquerque, NM 87113

Telephone No. 505-275-4664
Email: jonw@contactwireless.com

Price Agreement Number: 60-000-16-00073

Price Agreement Amendment No.: Two

Term: August 15, 2016 thru August 14, 2019

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

Invoice: As Requested

Procurement Specialist: Sandra Lujan
Telephone No.: 505-827-0242
Email: sandra.lujan@state.nm.us

Title: Pager-Rental/Purchase Paging Service

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 15, 2018 to August 14, 2019 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 08/14/2018

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
0000051722  
SelectPath, Inc.  
DBA: Contact Wireless  
9016 Washington, ST NE  
Albuquerque, NM 87113

Telephone No. 505-275-4664  
Email: jouw@contactwireless.com

Price Agreement Number: 60-000-16-00073

Price Agreement Amendment No.: One

Term: August 15, 2016 thru August 14, 2018

Procurement Specialist: Sandra Lujan

Telephone No.: 505-827-0242  
Email: sandra.lujan@state.nm.us

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

Invoice: As Requested

Title: Pager-Rental/Purchase Paging Service

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 15, 2017 to August 14, 2018 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 08/15/2017

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000051722
SelectPath, Inc
DBA: Contact Wireless
9016 Washington, ST NE
Albuquerque, NM 87113
Telephone No. 505-275-4664

Price Agreement Number: 60-000-16-00073
Payment Terms: Net 30
F.O.B.: Destination
Delivery: As Requested

Procurement Specialist: Sandra Lujan
Telephone No.: (505) 827-0242

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

Invoice:
As Requested

Title: Pager-Rental/Purchase paging Service

Term: August 15, 2016 thru August 14, 2017

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 08/12/2016

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-16-00073  

Terms and Conditions  
(Unless otherwise specified)

1. General: When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. Assignment:
   a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
   b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. Inspection of Plant: The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. Taxes: The unit price shall exclude all state taxes.

10. Packing, Shipping and Invoicing:
   a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
   b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
   c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor,
such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) “New Mexico Employee” means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and

(2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as Insure New Mexico!

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.
Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

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

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

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

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

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

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

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor’s, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.
It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker’s Compensation.

**Article VIII – Issuance or Orders**  
Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**  
Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**  
Prices as listed in the price schedule hereto attached are firm.
To establish a Statewide Price Agreement for pager-rental/purchase: paging service.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Scope of Work:
The contractor shall provide paging equipment products and services to procuring agencies of the state of New Mexico in accordance with the terms of the price agreement.

Purchase:
The vendor must submit a proposed equipment service schedule listing (ESS) to the using agencies.

A procuring agency may purchase any product or service listed in the contractor’s ESS at the prices stated therein unless a lower price is agreed to between the procuring agency and contractor. Title to equipment shall pass to the procuring agency upon acceptance.

Lease:
Upon a procuring agency’s request, the contractor may lease products listed in the ESS to a procuring agency. Lease rates are subject to the then-current rates applicable at the time of the request. The lease term shall begin upon acceptance of the products and shall not exceed statutory limits. Title to leased equipment shall remain with the contractor. The lease rate and amount must be established in ESS and the lease agreement approved by the SPA prior to the lease initiation.

Rent:
Upon a procuring agency’s request, the contractor may rent products listed in the ESS to a procuring agency. Rental rates are subject to the then-current rates applicable at the time of the request. The rental term shall begin upon acceptance. The initial term shall be for one year or less. Following the initial term, a procuring agency may continue to rent the products on a month-to-month basis. A rental agreement may terminate at the conclusion of the initial term or continue thereafter until terminated by the procuring agency with thirty (30) days prior written notice. The entire rental term shall not exceed two years. Title to rental equipment shall remain with the contractor. The rental rate must be established in the ESS prior to the rental initiation.

This Price Agreement is not an exclusive agreement, so procuring agencies may obtain paging equipment and services from other sources during the agreement term. The SPA makes 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.

Payment Provisions:
All payments under this Price Agreement are subject to the following provisions:

Acceptance:
A procuring agency shall determine whether all products and services delivered, meet the contractor’s published specifications. No payment shall be made for any products or services until the products or services have been accepted in writing by the procuring agency. Unless otherwise agreed upon between the procuring agency and the contractor, within fifteen (15) days from the date the procuring agency receives written notice from the contractor that payment is requested for services or within fifteen (15) days from the receipt of products, the procuring agency shall issue a written certification of complete or partial acceptance or rejection of the products or services. Unless the procuring agency gives notice of rejection within the fifteen (15) day period, the products or services will be deemed to have been accepted.
Payment of Invoice:
Payment will be made to the contractor’s designated mailing address. Payment shall be tendered to the contractor within thirty (30) days of the date of certification.

Payment of Taxes:
Payment of taxes for any money received under this Price Agreement shall be the contractor’s sole responsibility and shall be reported under the contractor’s federal and state tax identification numbers. The contractor shall be reimbursed by the procuring agency for New Mexico gross receipts tax or local option taxes for the transaction. If the procuring agency is exempt from such taxes, the procuring shall provide contractor with proof of exemption with the payment to contractor for an invoice that included such taxes. Applicable taxes shall be billed as a separate item on the invoice.

Invoices:
Invoices shall be submitted to the procuring agency.

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

Termination for Convenience:
At any time, the SPA may terminate this Price Agreement, in whole or in part, by giving the contractor thirty (30) days written notice; provided, however, neither the SPA nor a procuring agency has the right to terminate a specific purchase order for convenience after it has been issued of the product is ultimately accepted.

Termination for Cause:
Either party may terminate this Price Agreement for cause based upon material breach of this agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach, which cannot be corrected in thirty (30) days, begun the 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.

A Procuring Agency’s Rights:
In the event the agreement expires or is terminated for any reason, except non-appropriation, a procuring agency shall retain its rights in all products and services accepted prior to the effective termination date.

The Contractor’s Rights:
In the event the agreement expires or is terminated for any reason, except non-appropriation, a procuring agency shall pay the contractor all amounts due for the products and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

Warranties:
The contractor shall provide a procuring agency with the following warranties:

A. Published specifications
The contractor warrants that all products, in their unaltered form, which are provided under this Price Agreement will perform in accordance with the manufacturer’s published specifications.

B. Products
The contractor warrants that all products purchased under this Price Agreement will be new and undamaged and will be free from defects in material and workmanship.
The warranty period shall be the greater of one year or the manufacturer’s standard U.S. Warranty. The period begins on the date of acceptance or installation at the procuring agency’s site by contractor, whichever occurs later. Any equipment repaired or replaced by the contractor, pursuant to the terms of this warranty, shall continue to be warranted for the remainder of the original warranty period, for a period of ninety (90) days from receipt, or for a period of ninety (90) days from the date of installation or reinstallation by the contractor’s service personnel, whichever occurs later.

The contractor at its option will repair or replace any of its equipment or other products and/or installations which are defective as to workmanship or materials without charge to the procuring agency, except for the cost of de-installation and reinstallation where applicable, provided that written notice is given to the contractor within the warranty period specified above or within ninety (90) days after discovery of the defect, whichever is sooner.

Excluded from the terms of this warranty are items of characteristically indeterminate life, such as bulbs, fuses, etc.

Purchased products which are replaced hereunder shall automatically become the property of the contractor and their replacement products shall become the property of the procuring agency.

Repair or replacement parts may be new, remanufactured or refurbished at the option of the contractor.

Price Reduction:
The contractor shall give procuring agencies, on a forward basis, the benefit of any price reduction for any product or service listed in the ESS throughout the agreement term. The contractor agrees that the procuring agency shall pay the lower of the ESS price or an advertised promotional discount price during the effective period of the promotion, or the volume discounted price for commercial and other non-educational governmental customers for the same volume of purchases under substantially the same terms and conditions.

Technical Support:
The contractor agrees to maintain a toll-free technical support telephone line, staffed from at least 8:00 a.m. to 5:00 p.m. Mountain Time during business days for the State of New Mexico. The line shall be accessible to procuring agency personnel who wish to obtain competent technical assistance regarding the installation or operation of products purchased by the procuring agency.

Impracticality of Performance:
A party shall be excused from performance under this Price 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.

Records and Audit:
During the term of this Price Agreement and for three (3) years thereafter, the contractor shall maintain detailed billing records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the procuring agency, the Department of Finance and Administration, the state auditor and appropriate federal authorities. The procuring agency shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the procuring agency to recover excessive or illegal payments. If requested, contractor may meet the requirements of this paragraph by providing copies of billing records.

Use of Subcontractors:
The contractor shall not subcontract any portion of the services to be performed under this Price Agreement without prior written approval of the agreement administrator. Whenever the use of subcontractors is approved, the contractor shall remain solely responsible for the performance of this Price Agreement. Payments will be made to only the contractor.

Indemnification:
The contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney’s fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for damages that are the result of negligence by the State of New Mexico, the participating entity, or its employees.

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

New Mexico Business Location:
The contractor agrees to maintain for the life of this Price Agreement a bona fide place of business located within the State of New Mexico to provide service, replacement parts and support to procuring agencies. A bona fide place of business is defined as an office that is staffed during normal business hours, maintains an equipment maintenance capability, and houses technical support, sales and management staff.

Maintenance Agreement:
The contractor shall provide a procuring agency the opportunity to enter into a maintenance agreement in order for the procuring agency to protect its investment and keep in equipment in good working condition.

Equipment Maintenance Service:

A. Equipment maintenance prices and applicable service rates are listed in the ESS.

B. Post warranty maintenance service:

1. The contractor shall provide maintenance service at a contractor repair center designated in the ESS in accordance with a maintenance agreement between the contractor and procuring agency or invoiced to the procuring agency on a "time and materials" basis in accordance with rates established in the ESS.

2. The procuring agency will pay shipping charges to and from the repair center.

3. Replaced equipment and parts become the contractor's property.

Replacement Parts:
The contractor agrees to store an adequate supply of replacement parts within the State of New Mexico. The quantity of replacement parts shall be sufficient to insure prompt repair of all installed systems. Replacement parts may be refurbished.

Federal Communication Commission (FCC) Certification:
The contractor agrees that hardware supplied by the contractor meets all applicable FCC certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of the Price Agreement.

Assignment:
The contractor shall not assign nor transfer any interest in this Price Agreement or assign any claims for money due or to become due under this Price Agreement without the prior written approval of the SPA. Accept that with thirty (30) days prior written notice, contractor may assign this Price Agreement to a parent, subsidiary or successor company without the prior written consent of the SPA, provided that the assignment does not increase the obligations of the SPA or any procuring agency.

Note:
Vendors must bid unit price to be responsive. Vendors not bidding unit price will be considered non-responsive and may be disqualified.
Multiple awards will be issued in each category in order to provide the using agencies with a wide variety of services.

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
</tr>
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<tbody>
<tr>
<td></td>
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<tr>
<td>Section #1  Monthly Pager Airtime</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>001</td>
<td>Mo</td>
<td>Local Numeric – Airtime</td>
<td>$ 7.50</td>
<td></td>
</tr>
<tr>
<td>002</td>
<td>Mo</td>
<td>Local Alpha – Airtime</td>
<td>$ 10.50</td>
<td></td>
</tr>
<tr>
<td>003</td>
<td>Mo</td>
<td>Voice Pager – Airtime</td>
<td>$ NOT AVAILABLE</td>
<td></td>
</tr>
<tr>
<td>004</td>
<td>Mo</td>
<td>Numeric Nationwide – Airtime</td>
<td>$ 25.00</td>
<td></td>
</tr>
<tr>
<td>005</td>
<td>Mo</td>
<td>Alphanumeric Nationwide – Airtime</td>
<td>$ 90.00</td>
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Section #2  Purchase of Pager Equipment (Does Not Include Airtime) (See Section #1 for Airtime)

<table>
<thead>
<tr>
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<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>006</td>
<td>Ea.</td>
<td>Purchase Numeric Display Pager</td>
<td>$ 40.00</td>
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</tr>
<tr>
<td>007</td>
<td>Ea.</td>
<td>Purchase Alphanumeric Pager</td>
<td>$ 75.00</td>
<td></td>
</tr>
<tr>
<td>008</td>
<td>Ea.</td>
<td>Purchase Voice Pager</td>
<td>$ NOT AVAILABLE</td>
<td></td>
</tr>
<tr>
<td>009</td>
<td>Ea.</td>
<td>Purchase Numeric Nationwide Pager</td>
<td>$ 50.00</td>
<td></td>
</tr>
<tr>
<td>010</td>
<td>Ea.</td>
<td>Purchase Alpha Nationwide Pager</td>
<td>$ 85.00</td>
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</tbody>
</table>

Section #3  Lease of Pager Equipment (Does Not Include Airtime) Lease Price Includes Equipment, Minor Maintenance & Batteries. (See Section #1 for Airtime)

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
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</thead>
<tbody>
<tr>
<td>011</td>
<td>Mo</td>
<td>Lease Numeric Pager</td>
<td>$ 3.50</td>
<td></td>
</tr>
<tr>
<td>012</td>
<td>Mo</td>
<td>Lease Alphanumeric Pager</td>
<td>$ 6.00</td>
<td></td>
</tr>
<tr>
<td>013</td>
<td>Mo</td>
<td>Lease Voice Pager</td>
<td>$ NOT AVAILABLE</td>
<td></td>
</tr>
<tr>
<td>014</td>
<td>Mo</td>
<td>Lease Numeric Nationwide Pager</td>
<td>$ 10.00</td>
<td></td>
</tr>
<tr>
<td>015</td>
<td>Mo</td>
<td>Lease Alpha Nationwide Pager</td>
<td>$ 15.00</td>
<td></td>
</tr>
<tr>
<td>016</td>
<td>Mo</td>
<td>Lease Pager for Legislative Session Short or Long Session (One Time FEE)</td>
<td>$ 50.00</td>
<td></td>
</tr>
<tr>
<td>017</td>
<td>Mo</td>
<td>Lease 2 – Way Radio Per Day</td>
<td>$ 200.00</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per Week</td>
<td>$ 7.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per Month</td>
<td>$ 25.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 50.00</td>
</tr>
<tr>
<td>Item</td>
<td>Approx Qty</td>
<td>Unit</td>
<td>Article and Description</td>
<td>Unit Price</td>
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<tr>
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<td></td>
<td><strong>Section #4</strong></td>
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<tr>
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<td></td>
<td></td>
<td><strong>Value Added Services:</strong></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>(Optional Features)</strong></td>
<td></td>
</tr>
<tr>
<td>018</td>
<td>Mo</td>
<td></td>
<td>Extended New Mexico Coverage</td>
<td>$ 4.00</td>
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<tr>
<td>019</td>
<td>Mo</td>
<td></td>
<td>Arizona Coverage</td>
<td>$ 20.00</td>
</tr>
<tr>
<td>020</td>
<td>Mo</td>
<td></td>
<td>Voice Mailbox (8 Messages, 60 Hours)</td>
<td>$ 3.50</td>
</tr>
<tr>
<td>021</td>
<td>Mo</td>
<td></td>
<td>Custom Announcement</td>
<td>$ 1.00</td>
</tr>
<tr>
<td>022</td>
<td>Mo</td>
<td></td>
<td>Page Insure</td>
<td>$ 2.50</td>
</tr>
<tr>
<td>023</td>
<td>Mo</td>
<td></td>
<td>Repeat Page</td>
<td>$ 2.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Alphanumeric Optional Services:</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 024  | Ea.        |      | Purchase Alphanumeric Dispatch Software | $ 25.00 |}
<p>| 025  | Mo         |      | Alphanumeric Operator Answering Service (30 Messages, $.50 Overcall) | $ NOT AVAILABLE |
| 026  | Mo         |      | Lease Alpha Device (AlphaMate) | $ 13.00 |
| 027  | Mo         |      | Alphanumeric Online Paging (<a href="http://www.telebeepprofnewmexico.com">www.telebeepprofnewmexico.com</a>) | $ 2.50 – 25.00 |
| 028  | Mo         |      | Direct Email Address (One Time Set Up Fee) | $ 5.00 |
|      |            |      | <strong>Section #5</strong>           |            |
|      |            |      | <strong>Optional Access Numbers:</strong> |            |
| 029  | Mo         |      | Direct 1-800 # (100 Calls per Mo., $.10 Overcall) | $ 7.00 |
| 030  | Mo         |      | Direct 1-800 # W/ Pin #   | $ 7.00    |
| 031  | Mo         |      | Group Number (Page a Group) | $ 5.00 |
| 032  | Mo         |      | LATA-Wide tollfree number | $ 2.50    |
| 033  | Mo         |      | Payphone Surcharges 1-800 # (Surcharge Will Be Billed To Account When a Caller Uses a Payphone to Page User with a Direct 1-800 #) | $ 2.50 |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Approx Qty</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td><strong>Section #6</strong></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Pager Accessories</strong></td>
<td></td>
</tr>
<tr>
<td>034</td>
<td>Ea.</td>
<td></td>
<td>Pager Housing (Colors Available) New Housing for Customer Owned Pagers</td>
<td>$ 15.00</td>
</tr>
<tr>
<td>035</td>
<td>Ea.</td>
<td></td>
<td>Safety Chains</td>
<td>$ 5.00</td>
</tr>
<tr>
<td>036</td>
<td>Mo</td>
<td></td>
<td>Maintenance on Customer Owned Pagers Discount for Parts</td>
<td>$ 5.00</td>
</tr>
<tr>
<td>037</td>
<td>Ea.</td>
<td></td>
<td>% off Price List Recrystal State Owned Pagers</td>
<td>15 % $ 20.00</td>
</tr>
<tr>
<td>038</td>
<td>Ea.</td>
<td></td>
<td>Deductible for Lost, Stolen or Damaged Beyond Repair Digital Pagers Alphanumeric Pagers Voice Pagers</td>
<td>$ 20.00 $ 35.00 - 55.00 $ 45.00 - 65.00 $ NOT AVAILABLE</td>
</tr>
<tr>
<td>039</td>
<td>Ea.</td>
<td></td>
<td>Shipping Fee for All New and Replacement Pagers &amp; Batters</td>
<td>$ ACTUAL COST</td>
</tr>
<tr>
<td>040</td>
<td>Ea.</td>
<td></td>
<td>Reprint Invoice Fee</td>
<td>$ NO CHARGE</td>
</tr>
<tr>
<td>041</td>
<td>Ea.</td>
<td></td>
<td>Reward Fee</td>
<td>$ NOT AVAILABLE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Any Pagers That Are Lost and Returned Will Be Charged a ______ Reward Fee to the Account and Will Be Credited Back the Deductible for the Lost Pager</td>
<td></td>
</tr>
<tr>
<td>042</td>
<td>Ea.</td>
<td></td>
<td>Reconnect Fee per Unit</td>
<td>$ 25.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Pagers Turned Off For Non-Pay Will Be Charged a ______ Reconnect Fee)</td>
<td></td>
</tr>
<tr>
<td>043</td>
<td></td>
<td></td>
<td>List the Monthly Fee, per Pager, for</td>
<td>$ NOT APPLICABLE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Estimated _____________ (Number) Pagers.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Voice Pagers</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Equipment Purchase</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Equipment Lease (Monthly)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Airtime Only (Monthly)</td>
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</table>
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-16-00073

<table>
<thead>
<tr>
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<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>044</td>
<td>Mo</td>
<td></td>
<td>TxtPage – Text Message to Cell Phone or Pager</td>
<td>$ 25.00</td>
</tr>
<tr>
<td>045</td>
<td>Mo</td>
<td></td>
<td>TxtPage Plus – Text Message to Cell/Pager With Reply Capability</td>
<td>$ 25.00</td>
</tr>
<tr>
<td>046</td>
<td>Mo</td>
<td></td>
<td>TxtPage Select – Temporary Text Message to Cell/Pager with Reply Capability</td>
<td>$ 25.00</td>
</tr>
<tr>
<td>047</td>
<td>Mo</td>
<td></td>
<td>Txt Alert – Receive Text Messages from Customer or Clients</td>
<td>$ 25.00 - 35.00</td>
</tr>
<tr>
<td>048</td>
<td>Mo</td>
<td></td>
<td>Bulk TXT – Mass Text Messaging One Time Setup Fee</td>
<td>$ 250.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Up to 50,000 Messages per Month</td>
<td>$ 2,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>50,001 to 100,000 Messages per Month</td>
<td>$ 2,750.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>100,001 to 150,000 Messages per Month</td>
<td>$ 3,000.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>150,001 to 200,000 Messages per Month</td>
<td>$ 3,500.00</td>
</tr>
<tr>
<td>049</td>
<td>Mo</td>
<td></td>
<td>Notify All – Group Text Messaging Up to 25 Member Group</td>
<td>$ 55.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>26 to 100 Member Group</td>
<td>$ 60.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>101 to 500 Member Group</td>
<td>$ 75.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>501 to 1000 Member Group</td>
<td>$ 95.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1,001 to 2,500 Member Group</td>
<td>$ 175.00</td>
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<td></td>
<td></td>
<td>2,501 to 5,000 Member Group</td>
<td>$ 350.00</td>
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*** 49 Items Total ***

<table>
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<tr>
<th>Item</th>
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<tbody>
<tr>
<td>50</td>
<td>MO</td>
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<td>TXT-2-WIN (PER SIMULTANEOUS CONTEST)</td>
<td>75.00</td>
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<td>51</td>
<td>MO</td>
<td></td>
<td>TXT-LINK (PER LINK)</td>
<td>75.00 – 250.00</td>
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<tr>
<td>52</td>
<td>MO</td>
<td></td>
<td>NOTIFYALL (PER CONTACT LIST NUMBER)</td>
<td>75.00 - 1,500.00</td>
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<tr>
<td>53</td>
<td>MO</td>
<td></td>
<td>HYDROPRO 1000 (SERVICE ONLY, UNITS $450.00 EACH)</td>
<td>25.00</td>
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<tr>
<td>54</td>
<td>MO</td>
<td></td>
<td>TRAINING &amp; PROGRAMMING SUPPORT</td>
<td>75.00/HR + TRAVEL TIME</td>
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<tr>
<td>55</td>
<td>MO</td>
<td></td>
<td>DATA CLEANING / UPHOLDING / PROGRAMMING</td>
<td>85.00/HR + EXP</td>
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<tr>
<td>56</td>
<td>MO</td>
<td></td>
<td>TRANSMITTER ADDITIONS &amp; INSTALLATION</td>
<td>5,000.00 + TRAV/EXP</td>
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*** 56 ITEMS TOTAL ***