Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Wireless Communication Services and Equipment (Ce
Contract Number: PADD1102
Contract Value: 0.00 USD
Purchase Order Date: 7/10/2019
Submitted By: Jason Skelton

Supplier
AT&T MOBILITY II LLC
500 Kahelu Avenue
Mililani
HI, 98021
Phone: +1 808-627-8634
Fax: +1 866-488-3894
Email: liz.gregg@att.com

Shipping Details
Ship FOB: Destination, Prepaid
Shipping Instructions: Per agency order

Bill To Address
DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address
DOP - Various Locations
Ship to Ordering
Agency
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details
Payment Terms: Net 30

Participating Addendum
NOTICE OF STATEWIDE CONTRACT (PADD) AWARD
This Contract is for Cellular/Wireless Services, awarded pursuant to State of Nevada Master Agreement 1907, issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Liz Gregg

Phone: +1 808-627-8634

E-mail: liz.gregg@att.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho’s acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This PADD
2. State of Nevada's original sourcing event, RFP No. 1907
3. The Contractor’s signed Proposal

Special Instructions:

Internal Comments:

Total USD

Signature: Jason Skelton
June 21, 2019

AT&T Mobility
Attn: Liz Gregg, Damir Nadarevic

VIA E-MAIL TRANSMISSION
liz.gregg@att.com;
damir@att.com

RE: Extension of Contract PADD1102, a Contract for Cellular/Wireless Services for the various State of Idaho Agencies, Institutions, and Departments
Expiring 6/30/2019

The State of Idaho would like to extend the above referenced contract for a period of Six (6) Months.

The contract extension period is July 1, 2019 to December 31, 2019. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

If the terms of this extension letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

[Signature]

Jason Skelton
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: AT&T Mobility National Accounts LLC

BY: Jack Wildermuth
(Signature)
Jack Wildermuth, Senior Contract Manager
(Printed Name)

DATE: 6/25/19

UPDATED CONTACT INFORMATION for PADD1102:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Tate Archibald</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Client Solutions Executive</td>
</tr>
<tr>
<td>Address</td>
<td>4393 Riverboat Rd Floor 1</td>
</tr>
<tr>
<td></td>
<td>Taylorsville, UT 84123</td>
</tr>
<tr>
<td>Phone</td>
<td>801-349-5641</td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:ma257p@att.com">ma257p@att.com</a></td>
</tr>
</tbody>
</table>

SBPO Renewal Letter Revised 05/24/19
State of Idaho

CHANGE ORDER - 03
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

<table>
<thead>
<tr>
<th>Purchase Order Number:</th>
<th>PADD1102</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number:</td>
<td>AC-1</td>
</tr>
<tr>
<td>Revision Number:</td>
<td>03</td>
</tr>
<tr>
<td>Change Order Date:</td>
<td>May 01, 2018</td>
</tr>
<tr>
<td>Service Start Date:</td>
<td>November 1, 2016</td>
</tr>
<tr>
<td>Service End Date:</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>Payment Method:</td>
<td>Invoice</td>
</tr>
<tr>
<td>Payment Terms:</td>
<td>NET30</td>
</tr>
<tr>
<td>Currency:</td>
<td>USD</td>
</tr>
<tr>
<td>FOB instruction:</td>
<td>Destination</td>
</tr>
<tr>
<td>Attachment(s):</td>
<td>PADD1102 Amd 2.pdf, ChangeLog.htm</td>
</tr>
</tbody>
</table>

Supplier

Liz Gregg
AT&T MOBILITY II LLC
500 Kahelu Avenue
Millilani, HI 96789
Phone: 808-627-8634
Fax: 866-488-3894
Email: liz.gregg@att.com

Buyer Contact

Stephanie Wildman
Tel: 208-332-1611
Fax: 208-327-7320
Stephanie.Wildman@adm.idaho.gov

Contract Number:

Bill To Address
DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address
DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

PADD1102, Wireless Communication Services and Equipment, pursuant to NASPO ValuePoint (formerly WSCA) Master Agreement (Nevada Bid Number RFP:1907) for the benefit of State of Idaho Agencies,
institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the Contract), is amended to add FirstNet services and pricing pursuant to Amendment 2. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Amendment 2 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate based on State of Idaho Agency usage and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

NO OTHER CHANGES NOTED

Contract History:

Original Contract Amount: $1,000,000.00
Renewal 1: $24,853,500.00
Amendment 1: $0.00
Amendment 2 (this Change Order): $0.00
Total Contract Value: $25,853,500.00

<table>
<thead>
<tr>
<th>Supplier Part Number</th>
<th>Quantity</th>
<th>Back Order</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>91575</td>
<td>1.00</td>
<td>0</td>
<td>ANN</td>
<td>0.01</td>
<td>$0.01</td>
</tr>
</tbody>
</table>

Item Description

Wireless Communication Services and Equipment (Cellular Telephones) pursuant to WSCA Master Price Agreement (Nevada Bid Number RFP: #1907) from AT&T and the attached documentation. The price is an estimate only and can not be guaranteed.

Delivery Date: May 02, 2018
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD) $0.01
Estimated Tax (USD) $0.00
TOTAL (USD) $0.01

Note: If there is a $ next to an item's unit price, that indicates that the price has been discounted.

Signature: [Signature]

5/1/2018, 4:23 PM
AMENDMENT TO PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907

PARTICIPANT: STATE OF IDAHO

State of Idaho Contract # PADD1102

This Amendment No. 2 ("Amendment 2") is entered into as of April 4, 2018 (the "Amendment 2 Effective Date") by and between the STATE OF IDAHO ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract, #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated July 17, 2012, as amended (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 2.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this Amendment 2. Unless otherwise defined, capitalized terms in this Amendment 2 have the meanings ascribed to them in the Contract and the PA. At times, the Contract, the PA, and this Amendment 2 are referred to collectively herein as the "Agreement."

Section 3.2 Custom FirstNet Mobile Plans-Subscriber Paid. In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §3.2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §3 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participant, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

<table>
<thead>
<tr>
<th>TABLE 3.2.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS</td>
</tr>
<tr>
<td>For use with an unsubsidized device</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Monthly Service Charge</td>
</tr>
</tbody>
</table>
TABLE 3.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS

<table>
<thead>
<tr>
<th>For use with an unsubsidized device</th>
<th>Unlimited Smartphone Plan (without tethering)</th>
<th>Unlimited with Tethering Smartphone Plan</th>
<th>Unlimited with Tethering Tablet Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Service Charge</td>
<td>$41.99</td>
<td>$51.99</td>
<td>$36.80</td>
</tr>
</tbody>
</table>

Section 4. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 2, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 2 as of the Amendment 2 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: [Signature]
Name: Jack Wildermuth
Title: Senior Contract Manager
Date: 4/4/18

STATE OF IDAHO

By: [Signature]
Name: Stephanie Wildman, CRB
Title: Purchasing Officer
Date: 5/1/18
IDaho
State of Idaho

CHANGE ORDER - 02
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD1102
Account Number: AC-1
Revision Number: 02
Change Order Date: February 02, 2018
Service Start Date: November 1, 2016
Service End Date: June 30, 2019
Payment Method: Invoice
Payment Terms: NET30
Currency: USD
FOB Instruction: Destination
Attachment(s):
- PADD1102 AMD 1 FULLY EXECUTED.pdf
- ChangeLog.htm
- Purchase Order Change

Supplier
Liz Gregg
AT&T MOBILITY II LLC
500 Kahelu Avenue
Mililani, HI 96789
Phone: 808-627-8634
Fax: 866-488-3894
Email: liz.gregg@att.com

Buyer Contact
Stephanie Wildman
Tel: 208-327-7320
Fax: 208-327-1611
Stephanie.Wildman@adm.idaho.gov

Contract Number:

Bill To Address
DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address
DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

2/12/2018, 8:47 AM
PADD1102, Wireless Communication Services and Equipment, pursuant to NASPO ValuePoint (formerly WSCA) Master Agreement (Nevada Bid Number RFP:1907) for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the Contract), is amended to add FirstNet services and pricing pursuant to Amendment 1. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Amendment 1 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate based on State of Idaho Agency usage and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

NO OTHER CHANGES NOTED

Contract History:

Original Contract Amount: $1,000,000.00
Renewal 1: $24,853,500.00
Amendment 1 (this Change Order): $0.00
Total Contract Value: $25,853,500.00

<table>
<thead>
<tr>
<th>Supplier Part Number</th>
<th>Quantity</th>
<th>Back Order</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>91575</td>
<td>1.00</td>
<td>0</td>
<td>ANN</td>
<td>0.01</td>
<td>$0.01</td>
</tr>
</tbody>
</table>

Item Description

Wireless Communication Services and Equipment (Cellular Telephones) pursuant to WSCA Master Price Agreement (Nevada Bid Number RFP: #1907) from AT&T and the attached documentation. The price is an estimate only and can not be guaranteed.

Delivery Date: February 03, 2018
Shipping Method: Delivery
Shipping Instructions: 
Ship FOB: 
Attachment(s): 
Special Instructions:

Sub-Total (USD) $0.01
Estimated Tax (USD) $0.00
TOTAL: (USD) $0.01

Note: If there is a $ next to an item’s unit price, that indicates that the price has been discounted.
This Amendment No. 1 ("Amendment 1") is entered into as of February 2, 2018 (the "Amendment 1 Effective Date") by and between the STATE OF IDAHO ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract, #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

1.2 In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated July 17, 2012, as amended (the "PA").

1.3 Participant and Contractor intend to make certain changes to the PA pursuant to the terms and conditions of this Amendment 1.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this Amendment 1. Unless otherwise defined, capitalized terms in this Amendment 1 have the meanings ascribed to them in the Contract and the PA. At times, the Contract, the PA, and this Amendment 1 are referred to collectively herein as the "Agreement."

Section 3. Custom FirstNet Mobile Plans. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described herein (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans’ corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant’s account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers.

<table>
<thead>
<tr>
<th>FIRSTNET-Voice Only</th>
<th>Standard (2-Year List Pricing)</th>
<th>Approved Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRSTNET Feature Phone Unlimited Voice</td>
<td>$31.00 per month per device</td>
<td>$24.99 per month per device</td>
</tr>
</tbody>
</table>

TABLE 3.1
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS
Section 4. Custom ePTT (Enhanced Push to Talk) Mobile Plans. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §4 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the Custom ePTT Mobile Plans described herein (the “Custom ePTT Mobile Plans”). The Custom ePTT Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding ePTT Mobile Plan. The Custom ePTT Mobile Plans are not available to IRUs. In accordance with the Agreement, the Custom ePTT Mobile Plans are subject to the applicable, standard Custom ePTT Mobile Plans corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §4 and the applicable Sales Information, this §4 will control. Notwithstanding the foregoing, the Custom ePTT Mobile Plans will be provided only if Participant’s account is active and in good standing with respect to the applicable CRU. The Custom ePTT Mobile Plans are not eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers.

<table>
<thead>
<tr>
<th></th>
<th>Enhanced Push to Talk</th>
<th>Standard (2-Year List Pricing)</th>
<th>Approved Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>ePTT only Feature Phone</td>
<td>$22.00 per month per device</td>
<td>$20.00 per month per device</td>
<td></td>
</tr>
<tr>
<td>ePTT Add-On Voice Plans</td>
<td>$5.00 per month per device</td>
<td>$2.00 per month per device</td>
<td></td>
</tr>
</tbody>
</table>

*The corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in Table 4.1 will be achieved via application of a modifier also reflected on the invoice.

Section 5. Activation Credit. AT&T will provide Participant a one time $100 activation credit for any new CRU activation that activates Service on any 2-year CRU Service Commitment Term with a corresponding FirstNet Smartphone Plan with a monthly reoccurring charge of $50 per month or greater. This offer will be available for one hundred and eighty (180) days after the effective date of this Amendment 1. Credits will be applied within two (2) billing cycles following the issuance of the credit and the CRU must be active and on service to receive the credit.

Section 6. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 1, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and will continue to remain in full force and effect.
IN WITNESS WHEREOF, the Parties have duly executed this Amendment 1 as of the Amendment 1 Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: __________________________

Name: Jack Wildermuth

Title: Senior Contract Manager

Date: 2/2/2018

STATE OF IDAHO

By: __________________________

Name: Stephanie Wildman, CPPB

Title: Purchasing Officer

Date: 2/2/2018
State of Idaho

CHANGE ORDER - 01
PLEASE DO NOT DUPLICATE THIS ORDER.

<table>
<thead>
<tr>
<th>Supplier</th>
<th>Liz Gregg</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T MOBILITY II LLC</td>
<td>500 Kahelu Avenue, Mililani, HI 96789</td>
</tr>
<tr>
<td>Phone: 808-627-8634</td>
<td></td>
</tr>
<tr>
<td>Fax: 866-488-3894</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:liz.gregg@att.com">liz.gregg@att.com</a></td>
<td></td>
</tr>
</tbody>
</table>

Change Order Summary

| Purchase Order Number: | PADD1102 |
| Account Number: | AC-1 |
| Revision Number: | 01 |
| Change Order Date: | October 21, 2016 |
| Service Start Date: | November 1, 2016 |
| Service End Date: | June 30, 2019 |
| Payment Method: | Invoice |
| Payment Terms: | NET30 |
| Currency: | USD |
| FOB Instruction: | Destination |
| Attachment(s): | State of Idaho_PADD1102_signed_Extension to 2019-6-30.pdf |

<table>
<thead>
<tr>
<th>Items</th>
<th>Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item Description</td>
<td>Wireless Communication Services and Equipment (Cellular Telephones) pursuant to WSCA Master Price Agreement (Nevada Bid Number RFP: #1907) from AT&amp;T and the attached documentation. The price is an estimate only and cannot be guaranteed.</td>
</tr>
<tr>
<td>Delivery Date:</td>
<td>October 22, 2016</td>
</tr>
<tr>
<td>Shipping Method:</td>
<td>Delivery</td>
</tr>
<tr>
<td>Instruction(s):</td>
<td>WebProcure: Request And Workflow <a href="https://webprocure.perfect.com/WebDriver?ACT=RptPOSuppAct&amp;EID...1">https://webprocure.perfect.com/WebDriver?ACT=RptPOSuppAct&amp;EID...1</a> of 2</td>
</tr>
</tbody>
</table>

Original Contract Amount: $1,000,000.00
Renewal 1 (this Change Order): $24,853,500.00
Total Contract Value: $25,853,500.00
<table>
<thead>
<tr>
<th>Sub-Total (USD)</th>
<th>$24,853,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Tax (USD)</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL: (USD)</td>
<td>$24,853,500.00</td>
</tr>
</tbody>
</table>

Note: If there is a 💰 next to an item’s unit price, that indicates that the price has been discounted.

Signature :
Signed By :

[WebProcure: Request And Workflow](https://webprocure.perfect.com/WebDriver?ACT=RptP0SuppAct&EID...)]
June 20, 2016

AT&T Mobility
Attn: Bethani Cross

VIA E-MAIL TRANSMISSION
bethani.cross@att.com

RE: Renewal of Contract PADD1102, a Contract for Cellular Telephones for various State of Idaho Agencies, Institutions, and Departments
Expiring 10/31/2016

The State of Idaho would like to renew the above referenced contract for a period of Two (2) Years, Eight (8) Months.

The contract renewal period is November 1, 2016 to June 30, 2019. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Stephanie Wildman
Idaho Division of Purchasing

APPROVED: ✓ YES    NO

COMPANY: AT&T

BY: Kymberly M. Wright
   (Signature)

   Kymberly M. Wright
   (Printed Name)

Date: October 20, 2016

UPDATED CONTACT INFORMATION for PADD1102:

| Contact Name |  |
| Title |  |
| Address |  |
| Phone |  |
| Fax |  |
| E-mail |  |
**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

**Participating Addendum**
State of Idaho

<table>
<thead>
<tr>
<th>VENDOR: AT&amp;T MOBILITY II LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T MOBILITY</td>
</tr>
<tr>
<td>500 Kahelu Avenue</td>
</tr>
<tr>
<td>Mililani, HI 96789</td>
</tr>
<tr>
<td>Attn: Government Account Executive</td>
</tr>
<tr>
<td>Vendor Nbr:</td>
</tr>
<tr>
<td>Emailed To: <a href="mailto:sarah.hilderbrand@adm.idaho.gov">sarah.hilderbrand@adm.idaho.gov</a></td>
</tr>
<tr>
<td>Phone: 808 627-8634</td>
</tr>
<tr>
<td>Fax: 866 488-3894</td>
</tr>
<tr>
<td>eCommerce ID: P00000077618</td>
</tr>
</tbody>
</table>

**DELIVER:** State of Idaho Various Agencies

**TO:** Various State Agencies located throughout Idaho

Various, ID 83701
sarah.hilderbrand@adm.idaho.gov

Date: Wed Jul 18, 2012
F.O.B.: Destination
Terms:

**Start of Service Date:** Thu May 31, 2012
**End of Service Date:** Mon Oct 31, 2016

**Solicitation#:** RFQ09366
**DOC#:** PREQ20369

| Buyer: MARK LITTLE 208-332-1611 |

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>000</td>
<td>BLANKET PURCHASE AGREEMENT ( line item particulars follow )</td>
<td>1 lot</td>
<td>1000000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
<td>1000000.00</td>
</tr>
</tbody>
</table>

**Blanket Comments:**

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Wireless Communication Services and Equipment (Cellular Telephones) pursuant to WSCA Master Price Agreement (Nevada Bid Number RFP: #1907) from AT&amp;T and the attached documentation. The price is an estimate only and can not be guaranteed. (915-75) (nt)</td>
<td>1 SYS</td>
<td>$1,000,000.00</td>
<td>$1,000,000.00</td>
<td></td>
</tr>
</tbody>
</table>
NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Contract for is for Wireless Communication Services and Equipment and WSCA Master Price Agreement (Nevada Bid Number RFP: 1907). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. 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 Communication Services and Equipment
Contract Usage Type: Optional Use
Public Agency Clause: Yes
Contract Administration: Sandy Frazier
--- Phone Number: 208-332-1631
--- Fax Number: 208-327-7320
--- E-Mail: Sandy.Frazier@adm.idaho.gov

Contractor’s Primary Contacts
--- Attn: Twila Lively
--- Address: 2600 Camino Road
--- City, State, Zip: San Ramon CA 94583

Phone Number: 925-487-9945
Fax Number: 510-261-2155
E-Mail: twila.lively@att.com

Instructions:
Freight / Handling Included in Price
1:
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 Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

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.

For ordering and payment information see the above contact information

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO’S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:
1. This Statewide Blanket Purchase Order document.
2. The state of Utah’s original solicitation document.
3. The Contractor’s signed bid, quotation, or offer.
PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907

PARTICIPANT: STATE OF IDAHO

State of Idaho Contract# PADD1102

This Participating Addendum (the "PA") is made this 12th day of July, 2012 (the "PA Effective Date"), between State of Idaho ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain Western States Contracting Alliance contract, #1907, dated March 15, 2012, successor contract to that certain Western States Contracting Alliance contract number 1523, dated October 10, 2006, as amended, successor contract to that certain Western States Contracting Alliance contract number 10-00115, dated June 29, 2001, as amended (the "Contract").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of this PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this PA (the Contract and the PA, together with all Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities. Participant hereby designates all state governmental entities and public agencies (as defined by Idaho Code, Section 67-2327) within the State of Idaho as the only Participating Entities under the 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.

Section 4. Purchase Orders. Participating Entities must issue purchase orders hereunder that reference both Master Agreement #1907, and Idaho Contract #PADD1102. Upon issuance of any such valid purchase order, each such Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. Notwithstanding the foregoing, purchase orders submitted that do not properly reference the Master Agreement number and/or the Idaho Contract #PADD1102 may be accepted, at AT&T's sole discretion, if AT&T can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding.
Section 5. Primary Contacts.

Participant:
Name: Gregory Lindstrom
Title: Purchasing Officer
Address: 650 W State St, Rm B15
Boise, ID 83720
Telephone: 208-332-1609
Fax Number: 208-327-7320
E-Mail: Gregory.lindstrom@adm.idaho.gov

Lead State:
Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: tsmith@admin.nv.gov

Contractor Account Team:
Name: Nathan Cuddy
Title: Sales Executive Mobility
Address: 2700 N Montana Ave
Helena, MT 59601
Telephone: 406-202-4835
Fax Number:
E-Mail: nathan.e.cuddy@att.com

Contractor Main:
Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-9945
Fax Number: (510) 261-2155
E-Mail: twilively@att.com

Section 6. Authority. By signing below, the corresponding Party’s representative represents that such person is duly authorized by Contractor or Participant, as applicable, to execute this PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 (“ARRA”). If or when Contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the Participating Entity for payment. Contractor will provide the required report, if any, to the Participating Entity with the invoice presented to the Participating Entity for payment. Contractor, as it relates to purchases under the Contract, is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines, and assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Participating Entity(ies) will participate with Contractor in efforts to obtain eligible Employees’ participation in the Employee Benefit Program.

Section 8. Notice of Administration Fees. Participant and any and all other Participating Entities under this PA are hereby on notice of the following administration fees being paid by Contractor under the Contract.
8.1 **WSCA.** Contractor has included in the price offered a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

8.2 **Participant.** Contractor will pay Participant an amount equal to 1% (one percent) of the Total Wireless Spend for Participating Entities under the Agreement (the “Idaho Administrative Fee”). The Idaho Administrative Fee will be paid to the Treasurer, State of Idaho. Contractor will submit quarterly utilization reports to the Idaho Administrator that will reflect the Idaho Administrative Fee paid by individual Participating Entity in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30</td>
<td>August 15</td>
</tr>
<tr>
<td>September 30</td>
<td>November 15</td>
</tr>
<tr>
<td>December 31</td>
<td>February 15</td>
</tr>
<tr>
<td>March 31</td>
<td>May 15</td>
</tr>
</tbody>
</table>

**Section 9. Order of Precedence.** The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement; and (c) any Purchase Order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

**Section 10. Additional Terms and Conditions.** The Parties acknowledge and agree to the following additional terms and conditions:

- 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 provision 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 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. The terms and conditions of the Master Price Agreement will apply to any and all services performed, including any services performed by a subcontractor to the contractor. No other terms or conditions will apply without the express written agreement of the State.

- Any action to enforce 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.

**Section 11. Entire Agreement.** The Agreement sets 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. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement
shall not be added to or incorporated herein by any subsequent purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the Parties have executed this PA as of the PA Effective Date.

STATE OF IDAHO

By: ____________________________, duly authorized

Name: Mark Little
Title: Assistant VP, Member

Date: 7/17/2012

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: ____________________________, duly authorized

Name: Theresa Page
Title: Sr. Contracts Mgr.

Date: 7/10/2012