

Amendment No. 2
to
Contract for PADD1104 and State of Idaho

Parties: State of Idaho

By and Through the Division of Purchasing
and
T-Mobile USA, Inc. " Contractor"

- A. The Parties entered into a Contract for Purchase of Wireless Services and Equipment ("Contract"), effective July 25, 2012.
- B. Wireless Equipment & Airtime (NASPO ValuePoint Contracts)

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

- 1. Extend Contract for one (1) year or until a new PADD is in place. Add funds.
- 2. \$65,000.00
- 3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
- 4. This Amendment is effective on 1/1/2020 12:00 AM or upon the date of the last signature. In no event will this Amendment be effective until executed by DOP.

State of Idaho

Chelsea Robillard

Chelsea Robillard, CPPB
Lead Purchasing Officer

Date: December 31, 2019



State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
BRYAN MOONEY
Director
STEVE BAILEY
Administrator

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

December 20, 2019

T-Mobile
Attn: Kent Bacon

VIA E-MAIL TRANSMISSION
Kent.Bacon4@T-Mobile.com

RE: Renewal of Contract PADD1104, a Contract for Cellular/Wireless Services for the various State of Idaho Agencies, Institutions, and Departments
Expiring 12/31/2019

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year or until a new PADD is in place, whichever is sooner.

The contract renewal period is January 1, 2020 to December 31, 2020. 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 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,

Chelsea Robillard
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: T-Mobile USA, Inc.

BY:
8F686CC93 (Signature)

David Bezzant Sr. Director
(Printed Name)

DATE: 12/20/2019

UPDATED CONTACT INFORMATION for PADD1104:

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

Reviewed and Approved as to Form:

DocuSigned by:

0B53AD8CE8C41C
T-Mobile USA, Inc. Legal Dept.

Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Wireless Communication Services and Equipment (Ce
Contract Number: PADD1104
Contract Value: 0.00 USD
Purchase Order Date: 7/24/2019
Submitted By: Jason Skelton
Start Date 7/1/2019
End Date 12/31/2019

Supplier

T-Mobile USA, Inc.
 19807 N Creek Parkway
 Bothell
 WA, 98011
Phone: +1 509-979-3122
Fax:
Email: kent.bacon4@t-mobile.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

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) EXTENSION

This Contract is for Wireless Communication Services and Equipment, awarded pursuant to State of Nevada Master Agreement No. 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: Kent Bacon

Phone: +1 509-979-3122

E-mail: kent.bacon4@t-mobile.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 1907
3. The Contractor’s signed Proposal


Special Instructions:

Internal Comments:

Total USD

Signature :Jason Skelton

IDAHO

Signed By : 



BRAD LITTLE
Governor
BRYAN MOONEY
Director
STEVE BAILEY
Administrator

State of Idaho

Department of Administration
Division of Purchasing

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

June 21, 2019

T-Mobile USA
Attn: Kent Bacon

VIA E-MAIL TRANSMISSION
Kent.Bacon4@T-Mobile.com

RE: Extension of Contract PADD1104, 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.

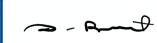
Thank you for your consideration in this matter.

Sincerely,

Jason Skelton
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: T-Mobile USA, Inc.

BY:  Sr. Director
8F686CC9343743C... (Signature)

David Bezzant

(Printed Name)

Legal Approved By:

DATE: 6/27/2019

DocuSigned by:

T-Mobile USA, Inc. Legal Dept.

UPDATED CONTACT INFORMATION for PADD1104:

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



State of Idaho

CHANGE ORDER - 01
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD1104
Account Number: AC-1
Revision Number: 01
Change Order Date: October 19, 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): [PADD1104 Renewal Letter.pdf](#) :
[ChangeLog.htm](#) :Purchase Order Change

Supplier

Liz Beyer
 T-MOBILE USA
 5242 South College Dr., Ste. 170
 Murray, UT 84123
Phone: 801 860-1111
Fax: 801 284-1100
Email: liz.beyer@t-mobile.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

PADD1104, 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 renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate 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 (this Change Order): \$1,000,000.00
 Total Contract Value: \$2,000,000.00

| Supplier Part Number | Quantity | Items | | Unit | Unit Price | Total |
|-------------------------------|-----------------|---|--|------|--------------|----------------|
| | | Back Order | | | | |
| 91575 | 1.00 | 0 | | EA | 1,000,000.00 | \$1,000,000.00 |
| Item Description | #1 | Wireless Communication Services and Equipment (Cellular Telephones) pursuant to WSCA Master Price Agreement (Nevada RFP/Contract Number 1907) from T-Mobile USA and the attached documentation. The price is an estimate only and cannot be guaranteed. | | | | |
| Delivery Date: | October 7, 2016 | | | | | |
| Shipping Method: | Delivery | | | | | |
| Shipping Instructions: | | | | | | |
| Ship FOB: | | | | | | |
| Attachment(s) | | | | | | |
| Special Instructions: | | | | | | |

| | |
|----------------------------|----------------|
| Sub-Total (USD) | \$1,000,000.00 |
| Estimated Tax (USD) | \$0.00 |
| TOTAL: (USD) | \$1,000,000.00 |

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

Signature : _____

Signed By :



State of Idaho

Department of Administration
Division of Purchasing

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

June 17, 2016

T-Mobile USA
Attn: Amy Hiatt

VIA E-MAIL TRANSMISSION
Amy.Hiatt@T-mobile.com

RE: Renewal of Contract PADD1104, 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: X YES NO

COMPANY: T-Mobile USA, Inc.

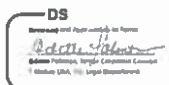
BY: _____

CCB44FE99DD (Signature)

James Kirby

(Printed Name)

Date: 6/21/2016 | 3:56 PM PDT



UPDATED CONTACT INFORMATION for PADD1104:

| | |
|--------------|------------|
| Contact Name | No changes |
| Title | |
| Address | |
| Phone | |
| Fax | |
| E-mail | |

Bill To:
State of Idaho



THIS NUMBER MUST
 APPEAR
 ON ALL DOCUMENTS

Send invoices to the
 address listed
 below or as indicated in
 the
 comments or instructions
 field
 Boise, ID 83720-0075

State of Idaho

Participating
 Addendum
PADD1104

Participating Addendum

DELIVER State of Idaho Various Agencies

TO: Various State Agencies
 located throughout Idaho

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

Date: Wed Jul 25, 2012

F.O.B.: Destination

Terms:

VENDOR: T-MOBILE USA
 5242 South College Dr., Ste. 170
 Murray, UT 84123
 Attn: Business Sales Manager
 Vendor Nbr:
 Emailed To: liz.beyer@t-mobile.com
 Phone: 801 860-1111
 Fax: 801 284-1100
 eCommerce ID: P00000068711

Start of Thu May 31, 2012
 Service Date

Mon Oct 31, 2016

End of
 Service Date:

Solicitation#: [RFQ09368](#)
 DOC#: PREQ20372

[1 Header Attachments](#)

Buyer: [MARK LITTLE](#) 208-332-1611

| Item No | Description | Quantity UOM | Unit Price | Extension |
|---------|---|--------------|------------|------------|
| 000 | BLANKET PURCHASE AGREEMENT (line item particulars follow) | 1 lot | | 1000000.00 |
| | | Total: | | 1000000.00 |

Blanket
 Comments:

| Item No | Description | Quantity UOM | Unit Price | Extension |
|---------|--|--------------|----------------|----------------|
| 001 | Wireless Communication Services and Equipment (Cellular Telephones) pursuant to WSCA Master Price Agreement (Nevada RFP/Contract Number 1907) from T-Mobile USA and the attached documentation. The price is an estimate only and can not be guaranteed. (915-75) (nt) | 1 SYS | \$1,000,000.00 | \$1,000,000.00 |

| | |
|--------------------------|---|
| General Comments: | <p>.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD</p> <p>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.</p> <p>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</p> <p>Contractor's Primary Contacts ---Attn:..... Amy Hiatt ---Address:..... 7668 Warren Parkway ---City, State, Zip:..... Frisco TX 75034</p> <p>Phone Number:..... 972-464-3596 Fax Number:..... 813-351-4272 E-Mail:.....Amy.Hiatt@T-Mobile.com</p> |
|--------------------------|---|

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 Nevada's original solicitation document.**
- 3. The Contractor's signed bid, quotation, or offer.**

INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.

| |
|--|
| |
|--|

Signed By: MARK LITTLE

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT

T-Mobile USA

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

[State of Idaho]

(hereinafter "Participating State/Participating Entity")

[PADD1104]

Page 1 of 5

1. Scope/Background: Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. 1907 effective 5/31/12 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State/Participating Entity authorized to utilize this Master Service Agreement. This Addendum is a separate agreement between the Participating State/Participating Entity and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. Participation: Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
T-Mobile USA
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
[State of Idaho]
(hereinafter "Participating State/Participating Entity")
[PADD1104]

Page 2 of 5

3. Participating State/Participating Entity Modifications or Additions to Master Service Agreement:

Idaho Administrative Reporting and Fees:

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

| <u>Period End</u> | <u>Report Due</u> |
|-------------------|-------------------|
| June 30 | July 31 |
| September 30 | October 31 |
| December 31 | January 31 |
| March 31 | April 30 |

The contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho Sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.25% of the gross Idaho sales (less returns and credits) for the quarterly period. The State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount. This report will be provided 30 calendar days from the close of the calendar quarter.

Notwithstanding Paragraph 5 (Incorporated Documents: Order of Precedence) of Nevada Contract Number: 1907 and Paragraph 44 (Governing Law: Jurisdiction) of Nevada Contract Number: 1907 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 provision of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUC).

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
T-Mobile USA
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
[State of Idaho]
(hereinafter "Participating State/Participating Entity")
[PADD1104]

Page 3 of 6

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.

4. [Purposely Left Blank.]

5. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

| | |
|-----------|--|
| Name | Teri Smith, Purchasing Officer |
| Address | 515 E. Musser St, Suite 300, Carson City, NV 89701 |
| Telephone | 775-684-0178 |
| Fax | 775-684-0188 |
| E-mail | tlsmith@admin.nv.gov |

Contractor

| | |
|-----------|---|
| Name | Amy Hiatt |
| Address | T-Mobile USA, Inc., 7668 Warren Parkway, Frisco, TX 75034 |
| Telephone | 972-464-3596 |
| Fax | 813-351-4272 |
| E-mail | Amy.Hiatt@T-Mobile.com |

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT

T-Mobile USA

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

[State of Idaho]

(hereinafter "Participating State/Participating Entity")

[PADD1104]

Page 4 of 5

Participating State/Participating Entity

| | |
|-----------|---|
| Name | Gregory Lindstrom |
| Address | 650 W State Street, Room B-15 PO Box 83720 Boise ID 83720-0075 |
| Telephone | 208-332-1609 |
| Fax | 208-327-7320 |
| E-mail | Gregory.lindstrom@adm.idaho.gov |

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

All orders should contain the following mandatory language (1) indicating that "all Purchase Orders or T-Mobile Approved funding documents will be in accordance with and subject to WSCA Contract # 1907" (2) Your Name, Address, Contact Number, email address and Contractor's account number(s) (3) Purchase order amount.

8. Price Agreement Number:

All purchase orders or T-Mobile approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State/Participating Entity contract number: **PADD1104** and the Lead State price agreement number: 1907.

This Addendum and the Master Service Agreement number 1907 (administered by the State of Nevada) 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 Addendum and the Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service 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 Addendum and its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State/Participating Entity and any Buyers under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.


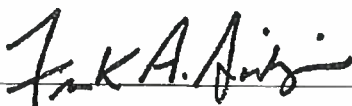
**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
T-Mobile USA
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
[State of Idaho]
(hereinafter "Participating State/Participating Entity")
[PADD1104]

Page 5 of 5

9. Compliance with reporting requirements of the "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 subrecipients of ARRA funds.. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

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

| | |
|---|--|
| Participating State: State of Idaho | Contractor: |
| By:  | By:  |
| Name: Mark Little | Name: Frank A. Sickinger |
| Title: State Purchasing Manager | Title: Vice President, Business Sales |
| Date: 7/24/12 | Date: JUL 17 2012 |

T-Mobile Legal Approval By: 

Contract Name: Wireless Services & Equipment
 Contract Number: 7-11-70-18
 Supplier: T-Mobile
 Term: June 15, 2011 through October 31, 2012
 Control set effective date: December 9, 2011
 Index date: 06/15/2011: www.wscacatmobile.com

ATTACHMENT A
 CONTRACT PRICING
 Rev. 3
 Effective December 9, 2011

| Contract Line Item Number (CLIN) | UNSPSC Code (Version 11) | Supplier Unique Plan ID | Plan Type | Item Description | Unit of Measure | Quantity in Unit of Measure | List Price/MSRP | Contract Unit Price | Contract Discount | *Changes |
|---|--------------------------|-------------------------|-------------------|--|----------------------------|-----------------------------|-----------------|---------------------|-------------------|----------|
| PLANS | | | | | | | | | | |
| V001 | 83111603 | PMRCH0 | Voice | Consumption Plan - No Monthly Access Fee. Anytime Voice Minutes - Monday through Friday 7:00 a.m.-6:59 p.m. Includes national coverage, basic voicemail, caller ID, caller ID blocking, call waiting, domestic long distance, on/off-network domestic roaming, 100 text (SMS/MMS) messages. | Anytime Voice Minutes | N/A | \$ 0.05 | \$ 0.05 | 0% | * |
| V002 | 83111603 | EMB2SSL | Voice | Unlimited Plan - Includes national coverage, basic voicemail, caller ID, caller ID blocking, call waiting, domestic long distance, on/off-network domestic roaming, unlimited mobile to mobile, 100 text (SMS/MMS) messages. Unlimited nights and weekend minutes - 9:00 p.m.-6:59 a.m. Monday through Thursday; Friday 9:00 p.m.-6:59 a.m. Monday | Monthly Subscription | Unlimited | \$ 45.00 | \$ 38.70 | 14% | * |
| D003 | 83111603 | PNWBCNOD | Data | 3G/4G Unlimited Wireless Broadband Modem - National coverage | Monthly Subscription | Unlimited | \$ 39.99 | \$ 39.99 | 0% | * |
| FEATURE SUBSCRIPTIONS - ADD TO ABOVE PLANS | | | | | | | | | | |
| F001 | 83111603 | MSG100 | Voice | Messaging SMS/MMS (text / picture / video) - Included with voice plans | Messages per month | 100 | \$ - | \$ - | 0% | |
| F002 | 83111603 | MSG300 | Voice | Messaging SMS/MMS (text / picture / video) | Messages per month | 300 | \$ 4.99 | \$ 4.29 | 14% | |
| F003 | 83111603 | PCUNLMSG | Voice | Messaging SMS/MMS (text / picture / video) | Messages per month | 1000 | \$ 10.00 | \$ 8.60 | 14% | |
| F004 | 83111603 | PCUNLMSG | Voice | Messaging SMS/MMS (text / picture / video) | Messages per month | Unlimited | \$ 10.00 | \$ 8.60 | 14% | |
| F005 | 83111603 | PMRADD0 | Voice | Unlimited Mobile to Mobile & Unlimited Nights & Weekends - Included with Unlimited voice plan only | Minutes per month | Unlimited | \$ 4.99 | \$ 4.24 | 15% | |
| F006 | 83111603 | ADULWBBB | Data | Domestic Data - Blackberry/PDA/Android Unlimited Email | Kilobyte per month | Unlimited | \$ 19.99 | \$ 17.19 | 14% | |
| F007 | 83111603 | HipVoice | Walkie | Walkie Talkie - Unlimited Service | Minutes per month | Unlimited | \$ 10.00 | \$ 8.00 | 20% | |
| F008 | 83111603 | Tether | Data | Tethering | Gigabyte per month | Unlimited | \$ 14.99 | \$ 12.89 | 14% | |
| F009 | 83111603 | PHPISN | Voice/Data/Walkie | Insurance | Monthly Subscription | 1 | \$ 4.79 | \$ 4.79 | 0% | |
| NON-RECURRING CHARGES - ONLY CHARGED WHEN USED | | | | | | | | | | |
| OPC001 | 83111603 | IDCB2B0 | Voice | International Calling To Canada Landline | International voice minute | 1 | \$ 0.39 | \$ 0.09 | 76% | |
| OPC002 | 83111603 | IDCB2B0 | Voice | International Calling To Canada Mobile | International voice minute | 1 | \$ 0.39 | \$ 0.09 | 76% | |
| OPC003 | 83111603 | IDCB2B0 | Voice | International Calling To Mexico Landline | International voice minute | 1 | \$ 0.49 | \$ 0.05 | 90% | |
| OPC004 | 83111603 | IDCB2B0 | Voice | International Calling To Mexico Mobile | International voice minute | 1 | \$ 0.49 | \$ 0.25 | 49% | |
| OPC005 | 83111603 | Directory Assistance | Voice | Directory Assistance - 411 | Call | 1 | \$ 1.79 | \$ 1.79 | 0% | |

| Contract Line Item Number (CLIN) | UNSPSC Code (Version 11) | Supplier Unique Plan ID | Plan Type | Item Description | Unit of Measure | Quantity in Unit of Measure | List Price/MSRP | Contract Unit Price | Contract Discount | * Changes |
|---|--------------------------|---|-------------------|--|-----------------|-----------------------------|-----------------|---------------------|-------------------|-----------|
| OPC006 | 83111603 | 3WC | Voice | Conference Calling | Call | 1 | \$ - | \$ - | 0% | |
| OPC007 | 83111603 | CFC | Voice | Call Forwarding | Call | 1 | \$ - | \$ - | 0% | |
| MONTHLY PLAN FEES BELOW WILL BE CHARGED MONTHLY FOR WIRELESS SERVICE PLANS | | | | | | | | | | |
| MONTHLY PLAN FEES: FIXED | | | | | | | | | | |
| MPP001 | N/A | Regulatory Program Fee | Voice/Data/Walkie | Help cover costs related to funding and complying with government mandates, programs, and obligations | Monthly | 1 | \$ 1.41 | \$ 1.41 | 0% | |
| MONTHLY PLAN FEES: PERCENT | | | | | | | | | | |
| MPP011 | N/A | Fed Universal Service Fund | Voice/Data/Walkie | Aid for all consumers to have telecomm, mainly schools, libraries, and rural health centers. | each | 1 | 3.0000% | 3.0000% | 0% | |
| MPP012 | N/A | CA Universal Lifeline | Voice/Data/Walkie | Allows low income households to have local telephone service | each | 1 | 1.1500% | 1.1500% | 0% | |
| MPP013 | N/A | CA Teleconnect Fund | Voice/Data/Walkie | Allows schools and libraries to get discounts off on selected telecommunication devices | each | 1 | 0.0790% | 0.0790% | 0% | |
| MPP014 | N/A | CA Relay Service Device Fund | Voice/Data/Walkie | Provides deaf or disabled with telephone and relay equipment | each | 1 | 0.2000% | 0.2000% | 0% | |
| MPP015 | N/A | CA High Cost Fund - B | Voice/Data/Walkie | Provides affordable services to consumers in high cost areas | each | 1 | 0.4500% | 0.4500% | 0% | |
| MPP016 | N/A | Emergency Telephone Users Surcharge Tax (911) | Voice/Data/Walkie | Emergency Telephone Users Surcharge Tax (911) | each | 2 | 0.5000% | 0.5000% | 0% | |
| MPP017 | N/A | CA PUC | Voice/Data/Walkie | Allows State of CA to fund CPUC regulatory activities | each | 1 | 0.1800% | 0.1800% | 0% | |
| ONE TIME FEES - NO CHARGE EXCEPT AS NOTED* | | | | | | | | | | |
| OTF001 | N/A | One Time Fee | Voice/Data/Walkie | Activation Fees | each | 1 | \$ - | \$ - | 0% | |
| OTF002 | N/A | One Time Fee | Voice/Data/Walkie | Suspension Fees | each | 1 | \$ - | \$ - | 0% | |
| OTF003 | N/A | One Time Fee | Voice/Data/Walkie | Re-Activation Fees | each | 1 | \$ - | \$ - | 0% | |
| OTF004 | N/A | One Time Fee | Voice/Data/Walkie | Early Termination Fees | each | 1 | \$ - | \$ - | 0% | |
| OTF005 | N/A | One Time Fee | Voice/Data/Walkie | Late Payment Fees | each | 1 | \$ - | \$ - | 0% | |
| OTF006 | N/A | One Time Fee | Voice/Data/Walkie | ESN Change Fee (Electronic Serial Number) | each | 1 | \$ - | \$ - | 0% | |
| OTF007 | N/A | One Time Fee | Voice/Data/Walkie | MDN Change Fee (Mobile Directory Number) | each | 1 | \$ - | \$ - | 0% | |
| OTF008 | N/A | One Time Fee | Voice/Data/Walkie | MDN transfer Fee (Mobile Directory Number) | each | 1 | \$ - | \$ - | 0% | |
| OTF009 | N/A | One Time Fee | Voice/Data/Walkie | Service Reconnect Fee | each | 1 | \$ - | \$ - | 0% | |
| OTF010 | N/A | One Time Fee | Voice/Data/Walkie | Upgrade Fee | each | 1 | \$ - | \$ - | 0% | |
| OTF011 | N/A | One Time Fee | Voice/Data/Walkie | Restocking Fee- See Contract User Instructions, Article 23, Damaged, Defective, and Items Shipped in Error | each | 1 | \$ - | \$ - | 0% | |
| OTF012 | N/A | One Time Fee | Voice/Data/Walkie | Restocking Fee* - See Contract User Instructions, Article 23, Damaged, Defective, and Items Shipped in Error | each | 1 | \$ - | \$ - | 0% | |
| OTF013 | N/A | One Time Fee | Voice/Data/Walkie | Shipping Fee | each | 1 | \$ - | \$ - | 0% | |
| OTF014 | N/A | One Time Fee | Voice/Data/Walkie | Insurance Deductible* - Varies | each | 1 | \$ - | \$ - | 0% | |

Contract Name: Wireless Services & Equipment
Contract Number: 7-11-70-18
Supplier: T-Mobile
Term: June 15, 2011 through October 31, 2012
Control set effective date: December 9, 2011
Index date: 06/15/2011: www.wscacatmobile.com

ATTACMENT A
CONTRACT PRICING
Rev. 3
Effective: December 9, 2011

| Segment ID/Category | UNSPSC Code (Version 11) | Product Type | Unit of Measure | Quantity in Unit of Measure | Contract Discount | *Changes |
|--|--------------------------|--|-----------------|-----------------------------|-------------------|----------|
| G | 43191501 | FREE Voice Handset | 1 | 1 | 100% | |
| G | 43191501 | FREE Smartphone | 1 | 1 | 100% | |
| G | 43191501 | FREE Walkie Talkie | 1 | 1 | 100% | |
| G | 43191501 | FREE Wireless Broadband Modem | 1 | 1 | 100% | |
| A | 43191501 | Voice Handset With Service | 1 | 1 | 50% | |
| A | 43191501 | Smartphone With Service | 1 | 1 | 50% | |
| A | 43191501 | Walkie Talkie With Service | 1 | 1 | 50% | |
| C | 43191501 | Wireless Broadband Modem With Service | 1 | 1 | 50% | |
| D | 43191501 | Voice Handset Without Service | 1 | 1 | 0% | |
| D | 43191501 | Smartphone Without Service | 1 | 1 | 0% | |
| D | 43191501 | Walkie Talkie Without Service | 1 | 1 | 0% | |
| F | 43191501 | Wireless Broadband Modem Without Service | 1 | 1 | 0% | |
| FREE ACCESSORIES INCLUDED WITH ALL HANDSETS | | | | | | |
| H | 43191501 | FREE Battery for Each Handset Offered | 1 | 1 | 0% | |
| H | 43191501 | FREE A/C Desk Charger For Each Handset Offered | 1 | 1 | 0% | |
| H | 43191501 | FREE Hands-Free Headset for Each Handset Offered | 1 | 1 | 0% | |
| ALL OTHER ACCESSORIES AVAILABLE IN CONTRACTOR'S CATALOG | | | | | | |
| B | 43191501 | Accessories with Service | 1 | 1 | 20% | * |
| E | 43191501 | Accessories without Service | 1 | 1 | 20% | * |