State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment  

Awarded Vendor:  
0000055488  
T-Mobile USA, Inc.  
PO Box 790047  
St. Louis, MO 63179  
Email: david.bezzant@t-mobile.com  
Telephone No. (602) 512-5006  

Price Agreement Number: 20-000-00-00048EE  
Price Agreement Amendment No.: Two  
Term: June 4, 2012 through December 31, 2019  

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: Debra Saiz  
Telephone No.: (505) 827-0521  
Email: debras.saiz@state.nm.us  

Title: Wireless Services  

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

In accordance with Participating Addendum provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2019 to December 31, 2019 at the same price, terms and conditions.  

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

Accepted for the State of New Mexico  

[Signature]  
New Mexico State Purchasing Agent  

Date: 06/28/19  

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
June 13, 2019

TO: T-Mobile USA, Inc.
    PO Box 790047
    St. Louis, MO 63179
    david.bezzant@t-mobile.com

SUBJECT: Extend the term of 20-000-00-00048EE - Wireless Services & Accessories

In accordance with NASPO ValuePoint Master Agreement #1907, Wireless Communications & Equipment, and all its amendments, by mutual agreement between the State of New Mexico State Purchasing Agent and T-Mobile USA, Inc., we would like to extend the above-referenced Price Agreement until 12/31/2019 at the same terms, price and conditions. Be advised, signature of this form is not notice of an award. You must receive a signed amendment for the extension from State Purchasing for this award to be in effect.

Please respond by e-mailing your signature on this memorandum to:
Susan.Inman@state.nm.us, no later than 3:00 pm, June 19, 2019

(Please check only one)
[ ] I wish to extend
[ ] I do not wish to extend

Company Name & Address (if different than above): T-Mobile USA, Inc.

12920 SE 38th St., Bellevue, WA 98006

Print Name: David Bezzant

Signature of Authorized Representative: Date: 6/24/2019

Thank you for your continued business.

Sincerely,

Susan Inman
State Purchasing Division

Reviewed and Approved as to Form:

T-Mobile USA, Inc. Legal Dept.
AMENDMENT #2 TO CONTRACT
Between the State of Nevada
Acting By and Through Its
Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

T-Mobile, USA, Inc. ("T-Mobile" or "Contractor")
12920 SE 38th Street
Bellevue, WA 98006
Contact: David Bezzant
Phone: (602) 512-5006 Fax: (480) 638-2851
Email: David.bezzant@t-mobile.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, the
Contract is amended as follows:

A. The Contract term shall be extended to December 31, 2019 to allow time for execution of new Participating
Addenda. During the extended time, from July 1, 2019 through December 31, 2019, no Product Addition
Requests will be accepted.

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference. All provision of the contract
between the above-referenced parties resulting from Request for Proposal #1907 and dated April 12, 2012 not amended by this
Amendment #2 remain in full force and effect.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved
by the NASPO Directors.

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

Signed by:

Sr. Director
Independent Contractor's Title
Reviewed and Approved as to Form:

Approved as to form by:

Date

Deputy Attorney General for Attorney General

Amendment 1

Page 1 of 1
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment

Awarded Vendor:  
0000055488  
T-Mobile USA, Inc.  
P.O. Box 790047  
St. Louis, Missouri 63179  

Attn: David Bezzant  
Phone: (602) 512-5006

Contract Number: 20-000-00-00048EE  

Contract Amendment No.: One

Term: June 4, 2012 – June 30, 2019

Ship to:  
All State of New Mexico Agencies, Commissions,  
Institutions, Political Subdivisions and Local Public  
Bodies allowed by law.

Invoice:  
Same as “Ship To”

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Title: Wireless Services & Accessories

This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following modifications effective immediately:

- The term expiration date of this agreement is extended from October 31, 2016 to June 30, 2019

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 08/ 7/2016
AMENDMENT #1 TO CONTRACT
Between the State of Nevada
Acting By and Through Its
Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

T-Mobile, USA, Inc. ("T-Mobile" or "Contractor")
12920 SE 38th Street
Bellevue, WA 98006
Contact: David Bezzant
Phone: (602) 512-5006 Fax: (480) 638-2851
Email: David.bezzant@t-mobile.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, the Contract is amended as follows:

A. The Contract term shall be extended from October 31, 2016 to June 30, 2019 to coincide with filing requirements by Federal E-Rate customers.

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference. All provision of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated April 12, 2012 not amended by this Amendment #1 remain in full force and effect.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the WSCA-NASPO Directors.

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

[Signatures]

Independent Contractor's Signature

Date

Independent's Contractor's Title

T-Mobile USA, Inc. Legal Department

[Signatures]

Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA-NASPO Directors

On

(Date)

[Signatures]

Approved as to form by:

Deputy Attorney General for Attorney General

Amendment 1

Page 1 of 1
Title: Wireless Services

Term: August 1, 2012 thru October 31, 2016

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

[Signature]

New Mexico State Purchasing Agent

Date: 07/30/12
EXHIBIT B

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

MASTER PRICE AGREEMENT
T-Mobile USA
Nevada Contract Number: 1907
(hereinafter “Contractor”)
And
State of New Mexico
(hereinafter “Participating State or Entity”)
Contract Number: 20-000-00-00048EE

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 Price Agreement No. S1907 effective 6/1/12 (the Master Price Agreement and Amendments are collectively, the “Master Price Agreement”).

This addendum covers the WIRELESS SERVICES lead by the State of Nevada for use by state agencies local public bodies and Native American Pueblos located in the State of New Mexico authorized by that state’s statutes to utilize State of New Mexico contracts. This addendum is a separate agreement between the Participating State entered into under the terms and conditions of the Master Price Agreement.

2. Participation: Use of specific WSCA cooperative contracts by agencies, local public bodies and Native American Pueblos authorized by an individual state’s statutes to use state contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Executive Agencies of State Government must have the Department of IT’s written approval to use this contract.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and eligible 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 Participating Addendum, each agency, political subdivision and eligible non-profit will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision and eligible non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and eligible 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.

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

3.1 Pay Equity Reporting. “Contractor agrees if it has ten (10) or more 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 required reporting form PE10-249 either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the
initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

“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 required form annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

“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) calendar 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 these reporting requirements 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) calendar 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 itself.

“Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.”
3.2 New Mexico Employees Health Coverage

For all contracts solicited and awarded on or after January 1, 2008: If the Offeror 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, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://insurenewmexico.state.nm.us/.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror
EXHIBIT B

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

MASTER PRICE AGREEMENT
T-Mobile USA
Nevada Contract Number: 1907
(hereinafter “Contractor”)
And
State of New Mexico
(hereinafter “Participating State or Entity”)
Contract Number: 20-000-00-00048EE

reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000, $500,000 or $1,000,000.

3.3 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.

- The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one half of one percent (.05%) of all total sales for New Mexico State and any government entities as defined in section 3 from this contract. Checks should be made payable to the State of New Mexico on a quarterly basis as follows:
  Period End          Report & Fee Due
  September 30        November 15
  December 31         February 15
  March 31            May 15
  June 30             August 15

The Administrative Fee is based upon:
- Sale of all equipment.
- Service and supplies billing.

The Aggregate Volume Discount available to the State of New Mexico shall be 15%.

4. Purposely Left Blank.

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

<table>
<thead>
<tr>
<th>Lead State</th>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Teri Smith, Purchasing Officer</td>
<td>515 E. Musser St, Suite 300, Carson City, NV 89701</td>
<td>775-684-0178</td>
</tr>
</tbody>
</table>
EXHIBIT B

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

MASTER PRICE AGREEMENT
T-Mobile USA
Nevada Contract Number: 1907
(hereinafter “Contractor”)
And
State of New Mexico
(hereinafter “Participating State or Entity”)
Contract Number: 20-000-00-00048EE

Fax 775-684-0188
E-mail tlsmith@admin.nv.gov

Contractor

<table>
<thead>
<tr>
<th>Name</th>
<th>Amy Hiatt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>T-Mobile USA, Inc., 7668 Warren Parkway, Frisco, TX 75034</td>
</tr>
<tr>
<td>Telephone</td>
<td>972-464-3596</td>
</tr>
<tr>
<td>Fax</td>
<td>813-351-4272</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:Amy.Hiatt@T-Mobile.com">Amy.Hiatt@T-Mobile.com</a></td>
</tr>
</tbody>
</table>

Participating Entity

<table>
<thead>
<tr>
<th>Name</th>
<th>Gerrie Becker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1100 S. St Francis Dr. Room 2016</td>
</tr>
<tr>
<td></td>
<td>PO Box 6650</td>
</tr>
<tr>
<td></td>
<td>Santa Fe, NM 87505</td>
</tr>
<tr>
<td>Telephone</td>
<td>505-476-3121</td>
</tr>
<tr>
<td>Fax</td>
<td>505-827-3121</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:Gerrie.becker@state.nm.us">Gerrie.becker@state.nm.us</a></td>
</tr>
</tbody>
</table>

6. Purposely Left Blank.

7. Purchase Order Instructions:

All orders should contain the following mandatory language (1) indicating that “all Purchase Orders or approved funding documents will be in accordance with and subject to WSCA Contract # 1907” (2) Your Name, Address, Contact Number, email address and account number(s) (3) Purchase order amount.

8. Price Agreement Number:
All purchase orders or approved funding documents issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State/Entity contract number: 20-000-00-00048EE and the Lead State price agreement number: 1907.
EXHIBIT B

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

MASTER PRICE AGREEMENT
T-Mobile USA
Nevada Contract Number: 1907
(hereinafter “Contractor”)
And
State of New Mexico
(hereinafter “Participating State or Entity”)
Contract Number: 20-000-00-00048EE

This Participating Addendum and the Master Price 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern actions by and within the Participating State/Entity ONLY and have no impact the Master Price Agreement and its exhibits.

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 are 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.

<table>
<thead>
<tr>
<th>Participating State/Entity: New Mexico</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td></td>
<td>[Signature]</td>
</tr>
<tr>
<td>Name: Lawrence O. Maxwell</td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Frank A. Sickinger</td>
</tr>
<tr>
<td>Title: State Purchasing Agent</td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td>Vice President, Business Sales</td>
</tr>
<tr>
<td>Date: 7/27/12</td>
<td>Date:</td>
</tr>
<tr>
<td></td>
<td>JUL 17 2012</td>
</tr>
</tbody>
</table>

T-Mobile Legal Approval By: [Signature]
## Summary of Secondhand License Fees

<table>
<thead>
<tr>
<th>State/City or County</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Washington, King County</td>
<td>$40.00 per year</td>
</tr>
<tr>
<td>California, Los Angeles County</td>
<td>$317.00 Initial&lt;br&gt;$227.00 Renewal&lt;br&gt;$198.00 State Application fee</td>
</tr>
<tr>
<td>California, San Francisco County</td>
<td>$63.00 Initial&lt;br&gt;$10 Renewal&lt;br&gt;$198.00 State Application fee</td>
</tr>
<tr>
<td>California, San Diego County</td>
<td>$398.00 Initial&lt;br&gt;$379 Renewal&lt;br&gt;$198.00 State Application fee</td>
</tr>
<tr>
<td>Arizona, Phoenix City</td>
<td>$30.00 Initial&lt;br&gt;$30.00 Renewal&lt;br&gt;$130.00 Application fee</td>
</tr>
<tr>
<td>Illinois, Chicago City</td>
<td>$1,100.00 per year</td>
</tr>
<tr>
<td>Texas, Houston City</td>
<td>$300.00 per year</td>
</tr>
<tr>
<td>Florida</td>
<td>$6.00 for each location</td>
</tr>
<tr>
<td>New York, New York City</td>
<td>$1000.00 Bond to city&lt;br&gt;$340.00 per year</td>
</tr>
<tr>
<td>Maine, Portland City</td>
<td>$140.00 per year&lt;br&gt;$21.00 SBI Fee&lt;br&gt;$35.00 Application Fee</td>
</tr>
<tr>
<td>Massachusetts, Boston City</td>
<td>$150.00 per year</td>
</tr>
<tr>
<td>Oregon, Portland City</td>
<td>$300.00&lt;br&gt;$250.00 Additional Location</td>
</tr>
<tr>
<td>Colorado, Denver City</td>
<td>$85.00 per year&lt;br&gt;$200.00 Application fee</td>
</tr>
</tbody>
</table>
| Louisiana                         | $25.00 Owner per year<br>$20.00 Employee per year}