



State of Idaho

**CHANGE ORDER - 01**  
**PLEASE DO NOT DUPLICATE THIS ORDER.**

**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](#) :  
[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:208-332-1611  
 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 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 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 (this Change Order): \$24,853,500.00  
 Total Contract Value: \$25,853,500.00

Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
91575	2.70	0	ANN	9,205,000.00	\$24,853,500.00
<b>Item Description</b>	#1	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.			
<b>Delivery Date:</b>	October 22, 2016				
<b>Shipping Method:</b>	Delivery				
<b>Shipping Instructions:</b>					
<b>Ship FOB:</b>					
<b>Attachment(s)</b>					
<b>Special Instructions:</b>					

<b>Sub-Total (USD)</b>	\$24,853,500.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$24,853,500.00

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

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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 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](mailto: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: Kymerly M. Wright  
 (Signature)

Kymerly 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**  
 \*\*\*\*



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  
**PADD1102**

Participating Addendum

**DELIVER** State of Idaho Various Agencies

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

Various, ID 83701  
[sarah.hilderbrand@adm.idaho.gov](mailto:sarah.hilderbrand@adm.idaho.gov)

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

**VENDOR:** AT&T MOBILITY II LLC  
 AT&T MOBILITY  
 500 Kahelu Avenue  
 Mililani, HI 96789  
 Attn: Government Account Executive  
 Vendor Nbr:  
 Emailed To: [liz.gregg@att.com](mailto:liz.gregg@att.com)  
 Phone: 808 627-8634  
 Fax: 866 488-3894  
 eCommerce ID: P00000077618

Start of Thu May 31, 2012  
 Service Date  
 Mon Oct 31, 2016  
 End of  
 Service Date:  
 Solicitation#: [RFQ09366](#)  
 DOC#: PREQ20369

[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 Bid Number RFP: #1907) from AT&T 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

<b>General Comments:</b>	<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><b>Contractor's Primary Contacts</b>  ---Attn:..... Twila Lively  ---Address:..... 2600 Camino Road  ---City, State, Zip:..... San Ramon CA 94583</p> <p>Phone Number:..... 925-487-9945  Fax Number:..... 510-261-2155  E-Mail:..... twilalively@att.com</p>
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**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.**


**INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.**

**Signed By: MARK LITTLE**

**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 17<sup>th</sup> 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 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 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  
Bosie, 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: twilalively@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 1/10<sup>th</sup> 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:

<u>Period End</u>	<u>Report Due</u>
June 30	August 15
September 30	November 15
December 31	February 15
March 31	May 15

**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 (UCC).
- To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUC, 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: [Signature]  
\_\_\_\_\_  
, duly authorized

Name: Mark Little

Title: Purchasing Manager

Date: 7/17/2012

**AT&T MOBILITY NATIONAL ACCOUNTS LLC**

By: [Signature]  
\_\_\_\_\_  
, duly authorized

Name: Theresa Page

Title: Sr. Contracts Mgr.

Date: 7/16/2012