



State of Idaho

CHANGE ORDER - 03
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Supplier

Purchase Order Number: PADD1102

Account Number: AC-1

Revision Number: 03

Change Order Date: May 01, 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 2.pdf](#) :
[ChangeLog.htm](#) :Purchase Order Change

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 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

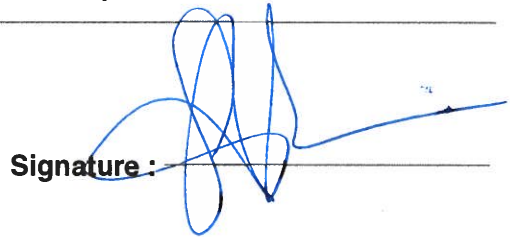
Contract History:

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

Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
91575	1.00	0	ANN	0.01	\$0.01
Item Description	#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.			
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 : 

Signed By : Stephanie Wildman

**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 3.2.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

For use with an unsubsidized device	For use with Feature Phone 100MB
Monthly Service Charge	\$12.99

**TABLE 3.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

For use with an unsubsidized device	Unlimited Smartphone Plan (without tethering)	Unlimited with Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$41.99	\$51.99	\$36.80

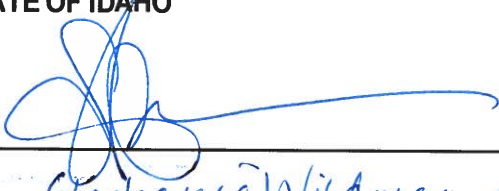
Section 4. Restatement of Agreement. The terms and conditions of the PA, as modified by this Amendment 2, are hereby restated and ratified by Contractor and Participant. All such terms and conditions are and will continue to remain in full force and effect.

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

AT&T MOBILITY NATIONAL ACCOUNTS LLC

STATE OF IDAHO

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

By: 
 Name: Stephanie Wildman, CPPB
 Title: Purchasing Officer
 Date: 5/1/18



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

Contract Number:**Bill To Address**

DOP - Various State Agencies
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 See Below for Details
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 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 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

Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
91575	1.00	0	ANN	0.01	\$0.01
Item Description	#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.			
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.

Signature : 

Signed By : Stephanie Wildman

**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. 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 not available to IRUs. In accordance with the Agreement, 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 3.1
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

FIRSTNET-Voice Only	Standard (2-Year List Pricing)	Approved Pricing
FIRSTNET Feature Phone Unlimited Voice	\$31.00 per month per device	\$24.99 per month per device
FIRSTNET Smartphone Bundles (Voice/Data/Text)		

Unlimited Standard for Smartphones	\$50.00 per month per device	\$41.99 per month per device
Unlimited Enhanced for Smartphones	\$60.00 per month per device	\$51.99 per month per device
Unlimited Data-(Data only Devices)	\$40.00 per month per device	\$36.80 per month per device

*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 3.1 will be achieved via application of a modifier also reflected on the invoice.

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 4.1
CUSTOM ePTT (ENHANCED PUSH TO TALK) MOBILE PLANS**

Enhanced Push to Talk	Standard (2-Year List Pricing)	Approved Pricing
ePTT only Feature Phone	\$22.00 per month per device	\$18.00 per month per device
ePTT Add-On Voice Plans	\$5.00 per month per device	\$2.00 per month per device

*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: Jack Wildermuth

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.

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

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 Various Locations
 See Below for Details
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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
Item Description	#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.			
Delivery Date:	October 22, 2016				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:					
Attachment(s)					
Special Instructions:					

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

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 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: 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

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
 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

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:..... 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 17th 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 1/10th 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:

<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 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: [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