Amendment No. 2

to

Contract for PADD1102 and State of Idaho

Parties:

State of Idaho

By and Through the Division of Purchasing

and

AT&T MOBILITY II LLC

"Contractor"

- A. The Parties entered into a Contract for Purchase of Wireless Services and Equipment ("Contract"), effective July 17, 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. \$14,400,000.00
- 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, CPPB

Chelsea Robillard

Lead Purchasing Officer

Date: December 31, 2019



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

December 20, 2019

AT&T Mobility

Attn: Tate Archibald, Liz Gregg

VIA E-MAIL TRANSMISSION ma257p@att.com; liz.gregg@att.com

RE:

Renewal of Contract PADD1102, 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 <u>January 1, 2020 to December 31, 2020</u>. 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,	<u>C</u>	ontractor agrees to the terms detailed above:
1. 0. 0.	COMPANY:	AT&T Mobility National Accounts LLC
Markeyell	BY:	Jack Wildermith
Chelsea Robillard Idaho Division of Purchas	sina	(Signature)
radio Division on Turchas	sing	Jack Wildermuth
		(Printed Name)
	DATE:	12/20/19
UPDATED CONTACT INFO	DRMATION for PADD1102:	
Contact Name		
Title		
Address		<u> </u>

Phone Fax E-mail

Idaho Division of Purchasing

Participating Addendum

Purchase Order Name:

Wireless Communication Services and Equipment (Ce

Contract Number:

PADD1102

Contract Value:

0.00 USD

Purchase Order Date:

7/10/2019

Submitted By:

Jason Skelton

Supplier

Shipping Details

AT&T MOBILITY II LLC

Ship FOB:

Destination, Prepaid

500 Kahelu Avenue

Mililani

Shipping Instructions:

Ship to Ordering

Agency

Per agency order

HI, 98021

Phone:

+1 808-627-8634

Fax:

+1 866-488-3894

Email:

liz.gregg@att.com

Bill To Address

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

Fax:

Phone:

208-327-7465 208-327-7320

Email:

purchasing@adm.idaho.gov

Email:

purchasing@adm.idaho.gov

Mail Stop:

DOP - Various Locations

Mail Stop:

DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

IDAHO

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

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Liz Gregg

Phone:

+1 808-627-8634

E-mail:

liz.gregg@att.com

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

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

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

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

Special Instructions:	
Internal Comments:	
	Total USD

Signature : Jason Skelton

IDAHO

Signed By : _____



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

AT&T Mobility

Attn: Liz Gregg, Damir Nadarevic

VIA E-MAIL TRANSMISSION

Contractor agrees to the terms detailed above:

liz.gregg@att.com; damir@att.com

RE:

Extension of Contract PADD1102, a Contract for Cellular/Wireless Services for the various State of

Idaho Agencies, Institutions, and Departments

Expiring 6/30/2019

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

The contract extension period is <u>July 1, 2019 to December 31, 2019</u>. 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 (<u>purchasing@adm.idaho.gov</u>) 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,	COMPANY:	AT&T Mobility National Accounts LLC
Jason Skelton	BY:	JACK Wildermeth (Signature)
daho Division of Purchasing		Jack Wildermuth, Senior Contract Manager
	_	(Printed Name)
	DATE:	6/25/19

UPDATED CONTACT INFORMATION for PADD1102:

Contact Name	Tate Archibald	
Title	Client Solutions Executive	
Address	4393 Riverboat Rd Floor 1	
	Taylorsville, UT 84123	
Phone	801-349-5641	
Fax		
E-mail	ma257p@att.com	

Supplier

IDAHO

State of Idaho

CHANGE ORDER - 03

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Liz Gregg

Purchase Order

PADD1102

Number:

AT&T MOBILITY II LLC 500 Kahelu Avenue

Mililani, HI 96789

Account Number:

AC-1

Phone: 808-627-8634

Revision Number:

03

Fax: 866-488-3894

Change Order Date:

May 01, 2018

Email: liz.gregg@att.com

Service Start Date:

November 1, 2016

Buyer Contact

Service End Date:

June 30, 2019

Stephanie Wildman Tel:208-332-1611

Payment Method:

Invoice

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

Payment Terms:

NET30

Currency

USD

FOB Instruction:

Destination

PADD1102 Amd 2.pdf:

Attachment(s):

ChangeLog.htm: Purchase Order

Change

Contract Number:

Bill To Address

Ship To Address DOP - Various State Agencies **DOP - Various State Agencies**

State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702

State of Idaho Various Locations See Below for Details on Specific Locations

Various, Idaho 83702

Phone:

208-327-7465

Phone:

208-327-7465

Fax:

208-327-7320

Fax:

208-327-7320

Email:

purchasing@adm.idaho.gov

Email:

purchasing@adm.idaho.gov

Mail Stop:

DOP - Various Locations

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

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
91575	1.00	0	ANN	0.01	\$0.0
Item Description	#1				
	pursuant to WS #1907) from AT	nunication Services CCA Master Price A CAT and the attache Ind can not be gual	greement (Need document	evada Bid Numbe	RFP:
	₽				
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 I	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 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

<u>Section 4.</u> 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:	By:
Name:Jack Wildermuth	Name: Stephance Wildman, CPPE
Title: Senior Contract Manager	Title: Parchasing Officer
Date:4/4/18	Date: 5/1/18

IDAHO

State of Idaho

CHANGE ORDER - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Liz Gregg

Purchase Order

PADD1102 Number:

AT&T MOBILITY II LLC

500 Kahelu Avenue

Mililani, HI 96789

AC-1 **Account Number:**

Phone: 808-627-8634

Revision Number:

02

Fax: 866-488-3894

Change Order Date:

February 02, 2018

Email: liz.gregg@att.com

Service Start Date:

November 1, 2016

Buyer Contact

Supplier

Service End Date:

June 30, 2019

Stephanie Wildman Tel:208-332-1611

Payment Method:

Invoice

Fax: 208-327-7320

Payment Terms:

Currency

NET30 **USD**

FOB Instruction:

Destination

PADD1102 AMD 1 FULLY

Attachment(s):

EXECUTED.pdf:

ChangeLog.htm :Purchase Order

Change

Stephanie.Wildman@adm.idaho.gov

Contract Number:

Bill To Address

Ship To Address

DOP - Various State Agencies

State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702

DOP - Various State Agencies

State of Idaho **Various Locations** See Below for Details on Specific Locations Various, Idaho 83702

Phone:

208-327-7465

Phone:

208-327-7465

Fax:

208-327-7320

Fax:

208-327-7320

Email:

purchasing@adm.idaho.gov

Email:

purchasing@adm.idaho.gov

Mail Stop:

DOP - Various Locations

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

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
91575	1.00	0	ANN	0.01	\$0.0°
Item Description	#1				
	pursuant to WS #1907) from A	munication Service 6CA Master Price A F&T and the attach and can not be gua	Agreement (Need document	evada Bid Numbe	r RFP:
	₽				
Delivery Date:	February 03, 2	018			
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:					
Attachment(s)	-				
Special Instructions:					
		Sı	ıb-Total (USD	0)	\$0.0
		Estima	ted Tax (USD))	\$0.00
		•	TOTAL: (USD))	\$0.0

Note: If there is a I 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

	OCCIONI INCINEI MODILE	2 0112111111 22 1 22 110
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

COSTOM OF THE LINEARCED FOSTITO TALK) MODILE FLANS				
Enhanced Push to Talk	Standard (2-Year List	Approved Pricing		
	Pricing)	7.pp. 0.00g		
	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

STATE OF IDAHO

	Jack Wildermeth	
By:		

Name: ____ Jack Wildermuth

Title: Senior Contract Manager

Date: ______2/2/2018

By: _____

Name: Stephanie Wildman, CPPB

Title: Purchasing Officer

Date: 2/2/2018

Buyer Contact

WebProcure: Request And Workflow

IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary Supplier Liz Gregg

Purchase Order Number: PADD1102

Account Number: AC-1

Revision Number:

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

State of Idaho_PADD1102_signed_Extension to

Attachment(s): 2019-6-30.pdf

ChangeLog.htm: Purchase Order Change

Contract Number:

Bill To Address Ship To Address

DOP - Various State Agencies DOP - Various State Agencies

State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702

208-327-7465 Phone: 208-327-7320 Fax:

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations on Specific Locations Various, Idaho 83702

AT&T MOBILITY II LLC 500 Kahelu Avenue

Mililani, HI 96789 Phone: 808-627-8634

Fax: 866-488-3894

Stephanie Wildman

Tel: 208-332-1611 Fax: 208-327-7320

State of Idaho

Phone:

Various Locations

See Below for Details

Email: liz.gregg@att.com

Stephanie.Wildman@adm.idaho.gov

208-327-7320 Fax:

Email: purchasing@adm.idaho.gov Mail Stop: DOP - Various Locations

208-327-7465

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:

Attachment(s) Special Instructions:

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

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
91575	2.70	0	ANN	9,205,000.00	\$24,853,500.00
Item Description	#1				
		Services and Equipment (Co P: #1907) from AT&T and th			
	₽				
Delivery Date:	October 22, 2016				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:					

10/25/2016 10:56 AM 1 of 2

WebProcure: Request And Workflow

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

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

Signature :	
Signed By:	

2 of 2



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

State of Idaho

Department of Administration Division of Purchasing

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 <u>November 1, 2016 to June 30, 2019</u>. 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 (<u>purchasing@adm.idaho.gov</u>) 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.	APPROVED:YESNO
Sincerely	COMPANY: AT&T
	BY: _ teymberly M. Whight
Stephanie Wildman Idaho Division of Purchasing	(Signature)
idano Division di Purchasing	Kymberly M. Wright
	(Printed Name)
	Date: October 20, 2016

UPDATED CONTACT INFORMATION for PADD1102:

Contact Name	
Title Address	
Address	
Phone	
Fax	
E-mail	

Bill To:

State of Idaho

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



State of Idaho

THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

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

.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Contract for is for Wireless Communication Services and Equipment and WSCA Master Price Agreement (Nevada Bid Number RFP: 1907). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title:..... Wireless Communication Services and Equipment

Contract Usage Type:.....Optional Use

Public Agency Clause:Yes

Contract Administration:....Sandy Frazier --- Phone Number:.....208-332-1631

Comments: ---Fax Number:......208-327-7320

---E-Mail:.....Sandy.Frazier@adm.idaho.gov

Contractor's Primary Contacts

---Attn:..... Twila Lively

Instructions:

General

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

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.
- <u>Section 2.</u> Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this PA (the Contract and the PA, together with all Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Contract.
- <u>Section 3.</u> <u>Authorized Participating Entities.</u> 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.
- <u>Section 4.</u> Purchase Orders. Participating Entities <u>must</u> 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 Lindstorm 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: tlsmith@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

<u>Section 6.</u> <u>Authority.</u> 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.
- <u>Section 8.</u> <u>Notice of Administration Fees.</u> 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:

Period End	Report Due
June 30	August 15
September 30	November 15
December 31	February 15
March 31	May 15

<u>Section 9.</u> <u>Order of Precedence.</u> 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.

<u>Section 10.</u> Additional Terms and Conditions. The Parties acknowledge and agree to the following additional terms and conditions:

- The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho.
 Except to the extent the provision of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force. The terms and conditions of the Master Price Agreement will apply to any and all services performed, including any services performed by a subcontractor to the contractor. No other terms or conditions will apply without the express written agreement of the State.
- Any action to enforce provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho.
- In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

<u>Section 11.</u> <u>Entire Agreement.</u> 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
Ву: //
, duly authorized
Name: MARK Little
Title: Purches. n. Mandolor
Date: 7/17/20/2
AT&T MOBILITY NATIONAL ACCOUNTS LLC
By Spering Lad
, duly authorized
Name: Theresa Page
Title: Sr. Contracts Mar.
Date: 7/1(e/2012