



## Madison School District 321

290 North First East P O Box 830 Rexburg ID 83440 (208) 359-3300 - phone (208) 359 3345 - fax http://www.6321.k12.id.us

Geoffrey M. Thomas, Ed.D.  
Superintendent

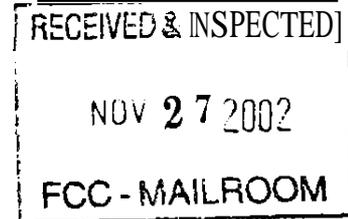
Richard Holloway, Ed.D.  
Assistant Superintendent

Varr Snedaker  
Business Manager

Carl Jacobia  
Special Services Director

November 21, 2002

Federal Communications Commission  
Office of the Secretary  
445-12th Street. SW  
Washington. DC 20554



Rc: CC Docket Nos. 96-45 and 97-21  
Madison School District #321  
Appeal of E-Rate Denial - Funding Year 4 (7/1/2001 thru 6/30/2002)  
Billed Entity # 142661  
471 Application #216730  
Funding Request Number 500623  
Long-distance Service

To Whom It May Concern:

This letter is formal written appeal of a denial by USAC on "Administrator's Decision on Appeal" dated 10/21/2002 (see copy attached). We have been denied for our long-distance telephone service through an Idaho State contract with AT&T. Below you will find a brief summary of the reasons stated in the denial letter and our response:

**Service not posted on the web site:**

On 11/23/1999 Bill Eskridge from Madison School District e-mailed a question about our State contract for long distance with AT&T, and asked if a new form 470 was required to be filed. On 12/7/1999 Bill received his response from SLD stating that the contract "may be voluntarily be extended without the posting of an additional Form 470, provided the length of extensions was indicated in the RFP..."

Attached you will find a copy of e-mail from SLD (attached to letter/fax to Kathi Mangone on 8/7/2001).

- The State of Idaho contract was bid on 11/1/1996 requesting a bid for 3 years plus an additional three one-year periods (see section 2.3 of the bid document). Therefore the 3 one-year extensions were stated in the original RFP/Bid document as required in SLD's response (see attached copy of contract/bid document from the State of Idaho).

**Item 10 checked on Form 470:**

*[Handwritten signature]*

A form 470 was never completed therefore item 10 was never checked.  
If it had been checked, it was checked in error because the service was for long-distance services and not for "internal connections" which item 10 addresses.

Form **470** indicated the service agreement **was** to terminate **2/13/2000**:

A form 470 was never completed therefore the termination date of 2/13/2000 did not come from the form 470.

As stated above, the State contract was bid allowing for and additional 3 one-year extensions. The State did in fact extend the contract for those additional years.

Gail Rich of AT&T faxed a letter on 7/31/2002 stating that Madison School District "has utilized the State of Idaho long-distance contract #SBPO 20, under the Idaho Public Agency Clause" and that the "contract has been in effect since February 1996" (see 7/31/2002 and 8/1/2002 fax to Jim Moore SLD).

Exception required the contract to be signed **on or** before **7/10/1997**:

The State of Idaho contract went out for bid and the contract was signed 2/12/1996, which is before 7/10/1997. (See fax to Kathi Mangone, SLD on 8/1/2001).

Conclusion:

I *am* disappointed that the various individuals I have discussed this with at SLD have not been courteous enough to answer my two basic questions which are:

Were we required to file a Form 470? If so, why are we being penalized for relying on the response from SLD that a Form 470 was not required?

Why was the same State of Idaho contract with AT&T allowed for funding years 1 through 3 and funding year 5 but not allowed for funding year 4?

If we have done something wrong, I'd like to know so that we can avoid problems in the future. If you have any questions, please call me at (208) 359-3300.

Contact Information:

Varr Snedaker, 290 North 1<sup>st</sup> East, PO Box 830, Rexburg, ID 83440

Telephone #(208) 359-3300, Fax #(208) 359-3345

e-mail: [snedaker@mail.d321.k12.id.us](mailto:snedaker@mail.d321.k12.id.us)

Sincerely,



Varr Snedaker, CPA  
Business Manager



**Administrator's Decision on Appeal - Funding Year 2001-2002**

October 21, 2002

Varr Shedaker  
Madison School District No. 321  
209 North First East  
Rexburg, Idaho 83440-1520

Re: Billed Entity Number: 142661  
471 Application Number: 216730  
Funding Request Number(s): 500623  
Your Correspondence Dated: September 6, 2001

After thorough review and investigation of all relevant facts, the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") has made its decision in regard to your appeal of SLD's Year Four Funding Commitment Decision for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission ("FCC"). If your letter of appeal included more than one Application Number, please note that for each application for which an appeal is submitted, a separate letter is sent.

Funding Request Number: 500623  
Decision on Appeal: **Denied in full**  
Explanation:

- Your appeal letter states you received a letter denying this funding request, which stated, "The type of service requested on Form 471 was not posted to the web site because Item 10 was checked on the Form 470, thereby not meeting the 28 day competitive bidding requirement". Your appeal is based on both the prior response received from "SLD Questions" and that the possibility and length of the extensions was in fact indicated in the original RFP.
- In the Form 470 that you submitted (Application Number: 398330000118537), you checked item 10, indicating that your Form 470 described "a multi-year contract signed on or before 7/10/97. Since this indicated that your Form 470 fell within the first exception described above, SLD did not post your Form 470 on the website. SLD has determined that your previous service agreement does not fall within the first exception described above *for funding year 2001-2002* because *your Form 470 indicated the service agreement was to terminate 02/13/2000*. Therefore, a 470 was *not* posted to the website for the contract

*extension, based on the term of your service agreement.* Consequently, SLD denies your appeal because your application did not comply with the competitive bidding requirement that your Form 470 be posted to the website for 28 days.

- FCC rules require that except under limited circumstances, all Forms 470 received be posted on the website for 28 days, and that applicants carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting a Form 471. *See* 47 C.F.R. §§ 54.504; 54.511(a), (c). These competitive bidding requirements help ensure that applicants receive the lowest pre-discount price from vendors. *See Federal-Slate Joint Board on Universal Service*. CC Docket No. 96-45, Order on Reconsideration, 12 FCC Rcd 10095, 10098 ¶ 9 (1997). The only exceptions to the posting requirement are for: (1) contracts signed on or before July 10, 1997 for the life of the contract; (2) contracts signed between July 10, 1997 and before **January 30, 1998** (the date on which the website became operational) for services provided through June 30, 1999. *See* 47 C.F.R. § 54.511(c); *Fifth Reconsideration Order*, 13 FCC Rcd at 14916 *Fijih Reconsideration Order*, 13 FCC Rcd at 14916 ¶ 2, and 14920 ¶ 8 (extending Year One funding period through June 30, 1999).

If you believe there is a basis for further examination of your application, you may file an appeal with the Federal Communications Commission (FCC) via United States Postal Service: FCC, Office of the Secretary, 445-12<sup>th</sup> Street SW, Washington, DC 20554. If you are submitting your appeal to the FCC by other than United States Postal Service, check the SLD web site for more information. Please reference CC Docket Nos. 96-45 and 97-21 on the first page of your appeal. **The FCC must RECEIVE your appeal WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER for your appeal to be tiled in a timely fashion.** Further information and new options for filing an appeal directly with the FCC can be found in the “Appeals Procedure” posted in the Reference Area of the SLD web site, [www.sl.universalservice.org](http://www.sl.universalservice.org).

We thank you for your continued support, patience, and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company



# MADISON SCHOOL DISTRICT NO. 321

BRENT W. ORR. SUPERINTENDENT

SYLVAN BUTLER. BUSINESS MANAGER

P.O. Box 830 ■ 290 North First East ■ Rexburg, Idaho 83440

Telephone (208)359-3300 ■ FAX (208)359-3345

August 7, 2001

Kathi Mangone  
Universal Service Administrative Co  
Schools and Libraries Division

Fax #(973) 599-6513

Dear Kathi:

After I spoke to you yesterday afternoon I was able to talk with Bill Eskridge in our office (Bill has been on vacation) about posting a new Form 470 on the renewal of the State of Idaho contract with AT&T. Bill has given me additional information that clears up our problem. Attached to this fax you will find the following documents:

E-mail from Bill Eskridge to slcfund.org on 11/23/1000 asking if a new Form 470 needs to be filed when the contract was extended.

E-mail from slcfund.org to Bill Eskridge on 12/7/1999 stating that the contract "may be voluntarily extended without the posting of an additional Form 470, provided that the possibility and length of extensions was indicated in the RFP or other solicitation

- document". Section 2.3 from State of Idaho <sup>bid document &</sup> contract with AT&T specifying 3 year contract and a renewal term of a maximum of an additional 3 years.  
State of Idaho Purchase Requisition dated 2 / 3 1999 which extends the AT&T contract for an additional 3 year period.

The State of Idaho contract allows for a renewal and states the length of extensions as required. therefore a Form 470 was not necessary to be posted when the contract was extended or renewed as you originally thought.

I hope this gives you all the information you need to proceed with processing our E-Rate application.

Sincerely,

Varr Spedaker, CPA  
Business Manager

*SLD Response*

**From:** "SLD QUESTIONS" <QUESTION@slcfund.org>  
**To:** <ESKRIDGE@mail.d321.k12.id.us>  
**Date:** Tue, Dec 7, 1999 5:58 PM  
**Subject:** re' 470 QUESTION (A1-PEB)

Thank you for your inquiry. If a contract was signed pursuant to a posted Form 470, it may be voluntarily extended without the **posting** of an additional Form 470, provided that the possibility and length of extensions was indicated in the RFP or other solicitation document. The **concept** here is that, as long as potential bidders had notice of the size of the potential business opportunity, that opportunity can be provided to the winning contractor without further competition.

Contract extension periods are sometimes referred to as renewal periods. These terms are interchangeable, and the rules in the paragraph above apply to both.

If you have any further questions, please feel free to contact our Schools and Libraries Help line at 888-203-8100 or contact us at Question@UniversalService.Org Please monitor our website: [www.sl.universalservice.org](http://www.sl.universalservice.org) for up to the minute news and definitive information.

Thank you,

Universal Service Administrative Company  
 Schools and Libraries Division (PEB)

*Bill's question*

-----Original Message-----

**From:** Bill Eskridge [mailto:ESKRIDGE@mail.d321.k12.id.us  
 <mailto:ESKRIDGE@mail.d321.k12.id.us> ]  
**Sent:** Tuesday, November 23, 1999 4:14 PM  
**To:** question@slcfund.org  
**Subject:** 470 Question

Our school District uses a State Contract for our Long Distance Carrier. We have used this contract during year one and year **two** and have been funded both years. The contract is set to run out this year, however, there is a clause in the contract allowing the State to extend the contract for one year up to three times. After contacting the State they have informed us that they intend to extend this contract

My question is do I need to submit a new 470 or do I use a previous years **470** when filing this year?

Bill Eskridge

2.3. The term of this Contract shall be for a period of three (3) **years** commencing upon the date of the **PARTIES'** execution of the instant Contract. The term of this Contract may, upon the mutual written agreement of the **PARTIES**, be renewed beyond the expiration of the above-mentioned three (3) year term for a maximum of three (3) additional one (1) year periods. ←

2.4. To the extent that any conflict exists between the **terms** and conditions of the **PARTIES'** documents as identified in Section 2.1 of this Contract, the terms and conditions set forth in the **STATE'S** documents [**THE STATE OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION TO BID**, dated March 13, 1995 (including all appendices) (Bid No. **94-2261-LG**); **ADDENDUM I** (dated May 23, 1995) **TO THE STATE OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION TO BID** (Bid No. **94-2261-LG**); **ADDENDUM II** (dated July 10, 1995) **TO THE STATE OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION TO BID** (Bid No. **94-2261-LG**) shall take precedence over **AT&T'S** document (**AT&T BID RESPONSE TO BID NO. 94-2261-LG**).

2.5. The **STATE** shall, at its discretion, be entitled to evaluate, access and acquire any services and rates identified by **AT&T** in its above-mentioned bid response whether or not such services or rates were expressly identified by Bid No. **94-2261-LG**.

2.6. Except to the extent otherwise **preempted** by federal law, this Contract, including **all** matters related to its validity, construction, performance and enforcement, shall be governed by the **laws** of the State of Idaho.

2.1. Notwithstanding **any** term or condition in this Contract to the contrary, **AT&T** shall not be liable for **loss** or damage or be deemed to be in breach of this Contract due to the failure of **AT&T** to perform, fully or in part, under this Contract. If such failure or delay in performance is due to causes beyond the reasonable control (force majeure) of **AT&T**, as more fully set forth **and** described on page 6 of Addendum I (dated May 23, 1995)

Form DA-1 (DOP 7/94)  
 White - State Purchasing Office  
 Yellow - Agency Copy

**PURCHASE REQUISITION**  
**State of Idaho**

**INSTRUCTIONS**

1. Prepare in duplicate; retain second copy and forward signed original to State Purchasing Office.
2. Number requisitions consecutively.
3. Specify articles required in full detail.
4. Complete all information required including ESTIMATED COST.
5. Number items consecutively.

**SEE PROCEDURE MANUAL FOR COMPLETE INSTRUCTIONS**

<b>AGENCY COMPLETE BELOW</b> <b>Required Information</b>	
Requisition No.	99-TS003
Date	02/09/99
Agency Code	200
Requested Delivery Date	

AGENCY NAME: State of Idaho  
 Dept. of Administration

DELIVER TO: DITCS-Telephone Services  
 650 W. State Street  
 Boise, ID 83720

INVOICE TO: State of Idaho  
 Dept. of Administration  
 DITCS-Telephone Services  
 650 W. State Street  
 Boise, ID 83720

ENCUMBRANCE SUMMARY					
Line No.	PGA Code	Sub Obj	Index	Amount	Agency Use

**TO STATE PURCHASING:**

Please furnish the commodities or services specified below, and charge to the account indicated. I hereby certify that the items specified in this requisition are ordered by proper authority, they are necessary in the public service, and there are sufficient appropriation balances for payment

  
 Agency Head Signature

2-25-99  
 Date

		DESCRIPTION OF MATERIALS OR SERVICES				
Item No.	Quantity	Unit	Description	Unit	Amount	Remarks
			Renew ATBT Tariff 16 contract (Master contract #58-K655c-02-5) for a period of three (3) years. Service to include: SCS/SDN interlata and intralata service 800 service Network Access Calling Cards Videoconference Bridging Teleconferencing Payphone commissions Language line Multiquest 900 Multiple Services Volume Pricing Plan		\$708,500 annual savings	

RECD 08:29 FAX 208 334 5315  
 ADMINISTRATION

11 11 11



# State of Idaho

Department of Administration  
Division of Purchasing

RASTER CONTRACT NUMBER  
58-K655c-02-5

PHILIP E. BATT  
Governor  
PAMELA I. AHRENS  
Director  
GERRY L. SILVESTER, C.P.M.  
Administrator

5569 Kendall Street  
P.O. Box 83720  
Boise, Idaho 83720-0075  
Telephone (208)327-7465 or FAX (208)327-7320  
www.state.id.us

CONTRACT FOR LONG-DISTANCE INTERLATA TELEPHONE SERVICE FOR THE  
STATE OF IDAHO (BID NO. 94-2261-LG)

This Contract for Long-Distance interLATA Telephone Service for the State of Idaho (hereinafter "Contract") is hereby entered into and is effective on this 12th day of February, 1996, by and between the State of Idaho, Department of Administration, by and through its statutory agent, the Administrator of the Division of Purchasing (hereinafter "STATE"), and AT&T Corporation (hereinafter "AT&T"). The STATE and AT&T shall herein collectively be referred to as the "PARTIES."

W I T N E S S E T H :

WHEREAS, the STATE has solicited and received sealed bids in response to its bid documents (Bid No. 94-2261-LG) seeking the acquisition of long-distance interLATA telephone service for delivery to the State of Idaho; and

WHEREAS, AT&T is engaged in the business of furnishing long-distance interLATA telephone services and submitted a sealed bid in response to the STATE'S bid documents (Bid No. 94-2261-LG); and

WHEREAS, the STATE adjudged and determined that AT&T was the lowest responsible bidder with respect to Bid No. 94-2261-LG; and

WHEREAS, certain of the long-distance interLATA telephone Services specified in Bid No. 94-2261-LG are required to be provided under tariff (e.g., Tariff F.C.C. No. 16), and other services are required to be provided pursuant to additional agreements; and

WHEREAS, the PARTIES mutually desire to enter into this Contract for the purpose of commemorating the terms and conditions of the award by the STATE to AT&T of long-distance interLATA telephone services as Specified in Bid No. 94-2261-LG and as

further identified by means of the applicable tariffs and additional agreements as set forth herein and the **AT&T** bid response in Bid No. 94-2261-LG;

NOW THEREFORE, the **PARTIES**, as and for the mutual promises and consideration recited herein, agree and contract as follows:

1. AGREEMENT TO PURCHASE AND SELL.

1.1. The **PARTIES** agree that this Contract, including all document6 and tariffs expressly identified in Section 2 hereof, collectively sets forth the terms and condition6 pursuant to which the **STATE** and **AT&T** shall conduct business relative to the furnishing by **AT&T** and the acquisition by the **STATE** of long-distance interLATA telephone services for the State of Idaho.

1.2. For the purpose6 of this Contract, the **STATE** shall include all branches and agencies of government of the State of Idaho and all public agencies within the State of Idaho in accordance with Idaho Code § 67-2327.

1.3. During the term of this contract, **AT&T** will furnish and **provide** long-distance interLATA telephone services and the **STATE** will purchase those furnished long-distance interLATA services in accordance with the terms and conditions set forth in this Contract, including all document8 and tariffs expressly identified in Section 2 hereof.

2. TERMS AND CONDITIONS.

2.1. The **PARTIES** mutually **agree** and acknowledge that the full and complete terms of their Contract are set forth herein, in the applicable tariffs **and** additional agreements specified herein and in the following specifically identified documents which are incorporated herein in their entirety by reference:

- **THE STATE OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION TO BID, dated March 13, 1995**  
(including all appendices) (Bid No. 94-2261-LG)
- **ADDENDUM I (dated May 23, 1995) TO THE STATE OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION**

TO BID (Bid NO. 94-2261-LG)

- ADDENDUM II (dated July 10, 1995) TO **THE STATE OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION TO BID (Bid No. 94-2261-LG)**
- **AT&T** BID RESPONSE TO BID NO. 94-2261-LG

2.2. *The PARTIES* mutually agree and acknowledge that it is necessary for them to execute additional documents in order to cause and effectuate the implementation of this Contract. *The PARTIES* further agree that no such additional documents shall contain any terms or conditions which are contrary to the terms and conditions of those documents [**THE STATE OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION TO BID**, dated March 13, 1995 (including all appendices)(Bid No. **94-2261-LG1**; **ADDENDUM I** (dated May 23, 1995) TO **THE STATE OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION TO BID (Bid No. 94-2261-LG)**; **ADDENDUM II** (dated July 10, 1995) TO **THE STATE OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION TO BID (Bid No. 94-2261-LG)**; and **AT&T BID RESPONSE TO BID NO. 94-2261-LF1** specifically identified in Section 2.1 of this Contract and incorporated herein by reference. In no event shall the STATE be obligated to execute any additional documents involving or regarding any person or entity which is not a party hereto. The PARTIES further agree that those documents necessary for the implementation of this Contract include, but are not limited to, the following:

- **AT&T TELECONFERENCE SERVICE AUTHORIZATION(CORPORATE PLAN V)**
- **AT&T LEC PUBLIC TELEPHONES AGREEMENT**
- **AT&T INMATE CALLING SBRVICE AGREEMENT**
- **AT&T NETWORK SERVICES COMMITMENT FORM (including Tariff F.C.C. No, 16 Attachment)**
- **INTRASTATE AT&T STATE CALLING SERVICE OPTION 1 AGREEMENT**

2.3. *The* term of this Contract shall be for a period of three (3) years commencing upon the date of the **PARTIES'** execution of the instant Contract. The **term** of this Contract may, upon the mutual written agreement of the **PARTIES**, be renewed beyond the expiration of the above-mentioned three (3) year term for a maximum of three (3) additional one (1) year periods. ←

2.4. To the extent that any conflict exists between the terms and conditions of the **PARTIES'** documents as identified in Section 2.1 of this Contract, the terms and conditions set forth in the STATE'S documents [THE STATE: OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION TO BID, dated March 13, 1995 (including all appendices) (Bid No. 94-2261-LG); ADDENDUM I (dated May 23, 1995) TO THE STATE OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION TO BID (Bid No. 94-2261-LG); ADDENDUM II (dated July 10, 1995) TO THE STATE OF IDAHO LONG-DISTANCE INTERLATA TELEPHONE SERVICE INVITATION TO BID (Bid No. 94-2261-LG) shall take precedence over **AT&T'S** document (AT&T BID RESPONSE TO BID NO. 94-2261-LG) .

2.5. The **STATE** shall, at its discretion, be entitled to evaluate, access and acquire **any** services and rates identified by **ATLT** in its above-mentioned bid response whether *or* not such services or rates were expressly identified by Bid No. 94-2261-LG.

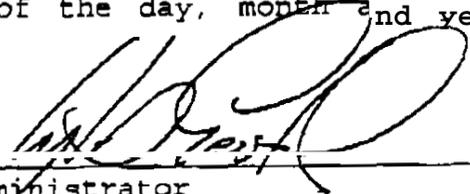
2.6. Except to the extent otherwise preempted by federal law, this Contract, including all matters related to its validity, construction, performance and enforcement, shall be governed by the laws of the State of Idaho.

2.7. Notwithstanding any **term** or condition in this Contract to the contrary, **ATLT** shall not be liable for loss or damage or be deemed to be in breach of **this** Contract due to the failure of **AT&T** to perform, fully or in part, under this Contract if such failure or delay in performance is due to causes beyond the reasonable control (force majeure) of **AT&T**, as more fully set forth and described on page 6 of Addendum I (dated May 23, 1995)

to the State of Idaho Long-Distance InterLATA Telephone Service Invitation to Bid (Bid No. 94-2261-LG).

IN WITNESS WHEREOF, the PARTIES hereto have caused this Contract to be effective as of the day, month and year first above written.

2/14/96  
Dated

By:   
Administrator  
Division of Purchasing  
(STATE)

2/13/96  
Dated

By:   
Authorized Representative  
(AT&T)

CONTRACT FOR LONG-DISTANCE INTRALATA TELEPHONE SERVICE FOR THE  
STATE OF IDAHO (BID NO. 96-1726-LO)

This Contract for Long-Distance IntraLATA Telephone Service for the State of Idaho (hereinafter "Contract") is hereby entered into and is effective on this 1st day of November, 1996, by and between the State of Idaho, Department of Administration, by and through its statutory agent, the Administrator of the Division of Purchasing (hereinafter "STATE"), and AT&T Corporation (hereinafter "ATLT"). The STATE and ATLT shall herein collectively be referred to as the "PARTIES."

W I T N E S S E T H :

WHEREAS, the STATE has solicited and received sealed bids in response to its bid documents (Bid No. 96-1726-LG) seeking the acquisition of long-distance IntraLATA telephone service for delivery to the State of Idaho; and

WHEREAS, ATLT is engaged in the business of furnishing long-distance IntraLATA telephone services and submitted a sealed bid in response to the STATE'S bid documents (Bid No. 96-1726-LG); and

WHEREAS, the STATE adjudged and determined that ATLT was the lowest responsible bidder with respect to Bid No. 96-1726-LG; and

WHEREAS, certain of the long-distance IntraLATA telephone services specified in Bid No. 96-1726-LG are required to be provided under tariff (e.g., Tariff F.C.C. No. 15), and other services are required to be provided pursuant to additional agreements; and

WHEREAS, the PARTIES mutually desire to enter into this Contract for the purpose of commemorating the terms and conditions of the award by the STATE to AT&T of long-distance IntraLATA telephone services as specified in Bid No. 96-1726-LG and as further identified by means of the applicable tariffs and

additional agreements as Set forth herein and the **ATLT** bid response in Bid NO. **96-1726-LG**;

NOW THEREFORE, the PARTIES, ~~as~~ and for the mutual promises and consideration recited herein, agree and contract as follows:

1. AGREEMENT TO PURCHASE AND SELL.

1.1. The PARTIES agree that this Contract, including **all** documents and tariffs expressly identified in Section 2 hereof, collectively sets forth the terms and conditions pursuant to which the ~~STATE~~ and **ATLT** shall conduct business relative to the furnishing by ~~AT&T~~ and the acquisition by the ~~STATE~~ of long-distance ~~intraLATA~~ telephone services for the State of Idaho.

1.2. For the purposes of this Contract, the **STATE** shall include all branches **and** agencies of government of the State of Idaho and all public agencies within the State of Idaho in accordance with Idaho Code § 67-2327.

1.3. During the term of this Contract, **ATLT** will furnish and provide long-distance ~~intraLATA~~ telephone services and the **STATE** will purchase those furnished long-distance ~~intraLATA~~ services in accordance with the terms and conditions set forth in this Contract, including **all** documents and tariffs expressly identified in Section 2 hereof.

2. TERMS AND CONDITIONS.

2.1. The PARTIES mutually agree and acknowledge that the full and complete **terms** of their Contract **are** set forth herein, in the applicable tariffs and additional agreements specified herein and in the following specifically identified documents which are incorporated herein in their entirety by reference:

- THE **STATE OF IDAHO LONG-DISTANCE INTRALATA TELEPHONE SERVICE INVITATION TO BID, dated May 0, 1996**  
(including all appendices) (Bid No, **96-1726-LG**)

- ADDENDUM I (dated June 5, 1996) TO THE STATE OF IDAHO LONG-DISTANCE INTRALATA TELEPHONE SERVICE INVITATION TO BID (Bid No. 96-1726-LG)
- AT&T BID RESPONSE TO BID NO. 96-1726-LG

2.2. The PARTIES mutually agree and acknowledge that it is necessary for them to execute additional documents in order to cause and effectuate the implementation of this Contract. The PARTIES further agree that no such additional documents shall contain any terms or conditions which are contrary to the terms and conditions of those documents [THE STATE OF IDAHO LONG-DISTANCE INTRALATA TELEPHONE SERVICE INVITATION TO BID, dated May 8, 1996 (including all appendices) (Bid No. 96-1726-LG); ADDENDUM I (dated June 5, 1996) TO THE STATE OF IDAHO LONG-DISTANCE INTRALATA TELEPHONE SERVICE INVITATION TO BID (Bid No. 96-1726-LG); and AT&T BID RESPONSE TO BID NO. 96-1726-LG] specifically identified in Section 2.1 of this Contract and incorporated herein by reference. In no event shall the STATE be obligated to execute any additional documents involving or regarding any person or entity which is not a party hereto. The PARTIES further agree that those documents necessary for the implementation of this Contract include, but are not limited to, the following:

- AT&T NETWORK SERVICES COMMITMENT FORM (including Tariff P.C.C. No. 26 Attachment)
- INTRASTATE AT&T STATE CALLING SERVICE OPTION 1 AGREEMENT

2.3. The term of this Contract shall be for a period of three (3) years commencing upon the date of the PARTIES' execution of the instant Contract. The term of this Contract may, upon the mutual written agreement of the PARTIES, be renewed beyond the expiration of the above-mentioned three (3) year term for a maximum of three (3) additional one (1) year periods.

*3 years + 3 additional 1 year terms*

2.4. To the extent that any conflict exists between the terms and conditions of the PARTIES' documents as identified in Section 2.1 of this Contract, the terms and conditions set forth in the STATE'S documents [THE STATE OF IDAHO LONG-DISTANCE

INTRALATA TELEPHONE SERVICE INVITATION TO BID, dated May 8, 1996 (including all appendices) (Bid No. 96-1726-LG); ADDENDUM I (dated June 5, 1996) TO THE STATE OF IDAHO LONG-DISTANCE INTRALATA TELEPHONE SERVICE INVITATION TO BID (Bid No. 96-1726-LG); shall take precedence over AT&T'S document (AT&T BID RESPONSE TO BID NO. 96-1726-LG).

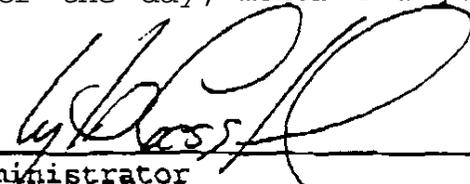
2.5. The STATE shall, at its discretion, be entitled to evaluate, access and acquire any services and rates identified by AT&T in its above-mentioned bid response whether or not such services or rates were expressly identified by Bid No. 96-1726-LG.

2.6. Except to the extent otherwise preempted by federal law, this Contract, including all matters related to its validity, construction, performance and enforcement, shall be governed by the laws of the State of Idaho.

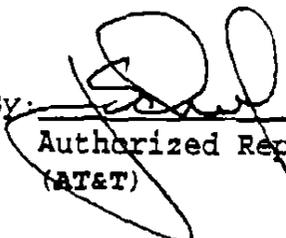
2.7. Notwithstanding any term or condition in this Contract to the contrary, AT&T shall not be liable for loss or damage or be deemed to be an breach of this Contract due to the failure of ATPT to perform, fully or in part, under this Contract if such failure or delay in performance is due to causes beyond the reasonable control (force majeure) of ATLT.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Contract to be effective as of the day, month and year first above written.

10/27/96  
Dated

By:   
Administrator  
Division of Purchasing  
(STATE)

10/11/96  
Dated

By:  - J. Schiefer - Gen. Mgr  
Authorized Representative  
(AT&T)



BID NUMBER:	<u>96-1726-LG</u>	BID TITLE:	<u>Long Distance Inter-Lata Telephone Service</u>
REQ NUMBER:	<u>84</u>		
MAILING DATE:	<u>May 8, 19%</u>	BIDS WILL BE OPENED:	<u>See Bid Procedure (pages 6 67)</u>
COMMODITY CODE:	<u>5805-005</u>	Requisitioning AGENCY	<u>State of Idaho Division of Purchasing</u>
		Prices To Be	
		F.O.B. DESTINATION:	<u>Various</u>

QUANTIT	UNIT	ITEM	INIT PRICE	AMOUNT
		<p>ong Distance Intra-lata Telephone Service Contract per the attached Invitation to Bid with Terms, Conditions and Specifications.</p> <p>o Conserve paper this bid has been duplexed. Read both sides of pages</p> <p>PLEASE SEE ATTACHED CONTINUATION SHEET A</p>		

**PLEASE NOTE: THIS PAGE MUST BE SIGNED IN INK AND RETURNED WITH YOUR BID!**

NOTE Two (2) complete copies (ORIGINAL & ONE COPY) of your bid are required. If applicable or required by the specifications, submit two (2) copies of the latest printed specifications, brochures or descriptive literature.

For additional information, contact LYLE GESSFORD (208) 327-7465

In compliance with the above Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the specifications applying and at the price set opposite each item. As the undersigned, I also certify I am authorized to sign this bid for the bidder and the bid is made without connection with any person, firm, or corporation making a bid for the same goods and/or services and is in all respects fair and

Delivery will be completed within 60 calendar days ARO (After Receipt of Order).

Bidders State of Domicile \_\_\_\_\_ FAILURE to furnish information on State of Domicile may result in REJECTION of bid! (Not required on leases or services)

BIDDER AT&T FEIN/SSN# \_\_\_\_\_  
 (Company Name as Registered)  
 AUTHORIZED SIGNATURE [Signature] PRINT NAME Keeli M Morris  
 (Bidder must SIGN in INK) TITLE \_\_\_\_\_  
 ADDRESS 380 E. Parkcenter Blvd CITY, ST, ZIP Boise, ID  
 TOLL FREE NO. 800 613 1001 PHONE NO. (208) 939-3747 FAX NO. 338-2902  
 (Area Code) (Area Code) (Area Code)

FOR DIVISION OF PURCHASING USE ONLY

ACCEPTED ON 10/8/96 CONTRACT NUMBER 58-20510-10.5  
 AUTHORIZED BY [Signature]  
 Purchasing Officer - Division of Purchasing - State of Idaho

(SEE REVERSE SIDE FOR CONDITIONS AND INSTRUCTIONS TO BIDDERS)

CONTINUATION SHEET NO. a

BID NUMBER 96-1726-LG

Description

**PUBLIC AGENCY CLAUSE**

Contract prices shall be extended to other "Public Agencies" as defined in Section #67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this state, 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. It will be the responsibility of the "Public Agency" to independently contract with the vendor and/or comply with any other applicable provisions of Idaho Code governing public contracts

Question: Will you honor this "Public Agency" clause?

YES        NO



# MADISON SCHOOL DISTRICT #321

290 NORTH FIRST EAST  
P.O. Box 830  
REXBURG, IDAHO 83440  
(208) 359-3300 - PHONE  
(208) 359-3345 - FAX  
WWW.321.K12.ID.US

SUPERINTENDENT: DR. GEOFFREY M. THOMAS  
ASSISTANT SUPERINTENDENT: DR. RICHARD HOLLOWAY

DATE: 8/1/2002

TO: USAC

ATTENTION: Jim Moore

NUMBER OF PAGES 3 FAX NUMBER 973-599-6525

FROM: Varr Snedaker

3:40pm

MESSAGE: fax from Gail Rich, AT&T stating we have been under the state contract since February 1996.

If you need more information, please give me a call!

# FAX COVER SHEET

**DATE** July 31, 2002

**TO.** Var, Madison School Dist.  
Telephone: 208-359-3300  
Fax Number: 208 359.3345

**FROM** Gail Rich / AT&T Government Markets  
Telephone: 208-376-6798  
Fax Number: 208-376-6880 (call first please)  
Email: gailrich@att.com

**SUBJECT: State of Idaho Contract**

Here is the letter you requested.

Thank you,

Gail Rich  
Client Business Manager  
AT&T Solutions - Public Sector

**Number of Pages (Including Cover): 2**

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July 31, 2002

Madison School District #321  
P.O. Box 830  
Rexburg, ID 83440

To Whom It May Concern:

Madison School District #321 has utilized the State of Idaho long distance contract #SBPO 20, under the Idaho Public Agency Clause in the contract. *This contract has been in effect since February 1996.*

Thank you,

Gail Rich  
Client Business Manager  
AT&T Solutions - Public Sector  
208-376-6798  
[gailrich@attwin](mailto:gailrich@attwin)



# MADISON SCHOOL DISTRICT #321

290 NORTH FIRST EAST  
P.O. Box 830  
REXBURG, IDAHO 83440  
(208) 359-3300 - PHONE  
(208) 359-3345 - FAX  
WWW.321.K12.ID.US

SUPERINTENDENT: DR. GEOFFREY M. THOMAS  
ASSISTANT SUPERINTENDENT: DR. RICHARD HOLLOWAY

DATE: 7/31/2002

TO: USAC

ATTENTION: Jim Moore

NUMBER OF PAGES 8 FAX NUMBER 973-599-6525

FROM: Varr Snedaker

MESSAGE: Response to your fax dated 7/25/2002



80 South Jefferson Road  
Whippany, New Jersey 07981  
Fax. 973-599-6525

Universal Service Administrative Company  
Schools & Libraries Division

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**FAX TRANSMISSION COVER SHEET**

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To: Varr Shedaker  
Fax: 1-208-359-3345  
Subject: MADISON 216730 APPEAL  
From: Program Compliance  
Date: July 25, 2002  
Time: 10:47:01 AM

YOU SHOULD RECEIVE 2 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL THE CONTACT SPECIFIED BELOW.

---

REQUEST FOR ADDITIONAL DOCUMENTATION-I'm in the process of reviewing the funding year 4 appeal for the above listed 471 E-RATE application. Fax all documentation requested, signed on school letterhead cover, to my attention and be sure to reference the above listed 471 application# and include a copy of this request.

As per our conversation, please fax to my attention, confirmation as to when the Madison School District began to receive services with ATT under the state master contract. In the event a contract was signed with ATT, provide a copy of said. Or in the alternative correspondence from ATT confirming said date.

Confirm this correspondence via [jmoore@sl.universalservice.org](mailto:jmoore@sl.universalservice.org). You may call me at **973-884-8138** (9-5 EST) , my fax# is 973-599-6525. USAC rules dictate that additional documentation requested must be forwarded within 7 calendar days. Failure to comply may affect the processing of your application(s). Thank you-Jim Moore-END OF CORRESPONDENCE.

Privilege and Confidentiality Notice

The information in this telecopy is intended for the named recipients only. It may contain information that is privileged, confidential or otherwise protected from disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopied material is strictly prohibited. If you have received the telecopy in error, please notify us by telephone immediately and mail the original to us at the above address. Thank you.



# Madison School District 321

290 North First East; P.O. Box 830. Rexburg, ID 83440 (208) 359-3300 - phone, (208) 359-3345- fax <http://www.d321.k12.id.us>

Geoffrey M. Thomas, Ed.D.  
Superintendent

Richard Holloway, Ed.D.  
Assisrant Superintendent

Varr Snedaker  
Business Manager

Carl Jacobia  
Special Services Director

July 31, 2002

USAC  
Attn: Jim Moore  
Whippany, New Jersey 07981

Fax #1-973-599-6525

Re: Funding Year 4  
471 Application #216730  
Billed Entity # 142661

Dear Jim:

This fax is in response to our telephone conversation on Thursday July 25, 2002 concerning that above referenced application. You stated that I needed to send you confirmation that Madison School District is receiving long-distance services from AT&T under the Idaho Slate agreement. Since then I have made several calls to Cheryl Dearbom at the Idaho State Division of Information Technology & Communication Services and Gail Rich at AT&T. They have given me the following information which should give you the information you need:

There is no agreement between Madison School District and AT&T to receive services under the Idaho State master contract. Madison School District was not required to sign a contract with AT&T for services under the State of Idaho master agreement due to the "public entity clause" (master contract was faxed to Kathi Mangone on 8/7/2001) .

Neither Cheryl or Gail can tell me for sure when we began receiving services under the State master contract (it was way before my time with the District). Gail (AT&T) looked back and found that in 1999 we were receiving services under the State master contract. She's been under deadlines but promises io fax something in writing to that effect but has been unable to do that yet (I will forward when I receive her fax).

- Gail told me that the wording on our AT&T bill of "State Calling Service" is proof that we are being billed under the State master agreement. I have attached the first page of bills for 6/1/2002, 7/1/2001, 7/1/2000, 7/1/1999. This takes us back well before funding year 4 began and seems to me should satisfy what you need for the period on appeal.

Both Cheryl and Gail have commented that there are “dozens” of school districts in Idaho under the State master agreement who have not been required to provide information you are now requesting as well as the information I have been providing going back over the last year.

Every time I am contacted by someone from your office on our AT&T service (application #216730) I am asked to provide something completely new and this is getting old! If we were missing all of these items, why weren't we told a year ago? Why have we been approved in funding years 1 through 3 and all of a sudden we're denied in funding year 4 when nothing has changed?

I'd really like to know what in the world is going on! If we're **not going to be approved no matter what we provide** I would just like to know! If we will just get passed around until we miss a 7 day deadline or something so there is a legitimate excuse for denying us, I'd just like to know! I have spent a significant amount of time in the last year trying to deal with this issue and would like to wind it up somehow.

If you have any questions, please call me at (208) 359-3300.

Sincerely,

A handwritten signature in black ink, appearing to read "Varr Sheddaker", written over the typed name. The signature is stylized and cursive.

Varr Sheddaker



State Calling Service

AT&T  
GOVERNMENT MARKETS, STATE  
3033 CHAMBRIDGE ROAD, ROOM A320A  
OAKTON, VA 22185

MONTHLY INVOICE

JUN 11 2002

MADISON SCHOOL DIST #321  
PO BOX 830  
REXBURG IO 83440

Billing Number: UF 605010 01 208  
Account Number: ~~8000-705-4960~~  
Invoice Number: 5847322564 Original

Invoice Date: 06-01-02  
For billing inquiries: 1-866-541-9791  
To place an order: 1-866-541-9791  
For repair service: 1-877-288-3499

**New Charges**

Usage Charges:		
Monthly Charges 06-01 through 06-30 :	\$242.62	
One-Time and Prorated Charges/Credits:	\$ 0.00	
Total New Charges:	\$ 47.26 CR	\$195.36
Federal/State/Local Taxes:	\$ 5.87	
Other Taxes/Fees and Surcharges:	\$ 1.65	
Total Taxes/Fees and Surcharges on New Charger:		\$ 7.52

Total New charges, Taxes/Fees and Surcharges:

**\$202.88**

**Balance as of Last Monthly Invoice:**

**\$191.16**

**Payments/Adjustments**

Payment Applied:	\$ 0.00
Net Adjustments:	\$ 0.00

Total Payments/Adjustments:

Total Payable Upon Receipt:

**\$394.04**





State Calling Service

ATBT  
GOVERNMENT MARKETS - STATE  
3033 CHAINBRIDGE ROAD ROOM A320A  
OAKTON, VA 22185

**MONTHLY INVOICE**

JUL 1

MADISON SCHOOL DIST #321  
PO BOX 830  
REXBURG ID 83440

Billing Number: UF 605010 01 208  
Account Number: **8000-705-4960**  
Invoice Number: 5847316826 Original  
Invoice Date: 070101  
For billing inquiries: 1-866-541-9791  
To place an order: 1-866-541-9791  
For repair service: 1-877-288-3499

**New Charges**

Usage Charges:		
Monthly Charges 0741 through 07-31 :	5158.05	
One-Time and Prorated Charges/Credits:	\$ 0.00	
<b>Total New Charges:</b>	<b>\$ 3120<sup>CR</sup></b>	5126.85
Federal/State/Local Taxes:	\$ 0.00	
Other Taxes/Fees and Surcharges:	\$ 1.59	
<b>Total Taxes/Fees and Surcharges on New Charges:</b>		<b>\$ 1.59</b>

TOW New Charges, Taxes/Fees and Surcharges:

**\$ 128.44**

**Balance as of Last Monthly Invoice:**

**\$668.03**

**Payments/Adjustments**

Payments Applied:	\$668.03 <sup>CR</sup>
Net Adjustments:	\$ 0.00

**Total Payments/Adjustments:**

**\$668.03<sup>CR</sup>**

**Total Payable Upon Receipt:**

**\$ 128.44**

JUL 17 2000

**MONTHLY INVOICE**



State Calling Service

AT&T  
GLOBAL CUSTOMER CARE CENTER  
1100 WALNUT, FLF, 16 SOUTH  
KANSAS CITY, MO 64106

MADISON SCHOOL DIST 1321  
PO BOX 830  
REXBURG ID 83440

Billing Number: UF 605010 01 208  
Account Number: 8000-705-4960  
Invoice Number: 5847309631 Origina  
Invoice Date: 07-01-00  
For billing inquiries: 1-800-438-4583  
To place an order: 1-800-438-4583

**New Charges**

Usage Charges: \$227.86  
Monthly Charges 07-01 through 07-31 : \$ 0.00  
One-Time and Prorated Charges/Credits: I 40.16<sup>CR</sup>  
Total New Charges: f187.70  
Federal/State/Local Taxes: a 0.00  
Other Taxes/Fees and Surcharges: \$ 0.00  
Total Taxes/Fees and Surcharges on New Charges: \$ 0.00

Total New Charges, Taxes/Fees and Surcharges:

180.40 tax \$187.70  
\$581.20

Balance as of Last Monthly Invoice:

**Payments/Adjustments**

Payment Applied: 06-07-00 \$189.70<sup>CR</sup>  
Net Adjustments: \$ 0.00

Total Payments/Adjustments:

\$189.70<sup>CR</sup>  
\$579.20

Total Payable Upon Receipt:

Good News! Effective 07/01/00, the Carrier Line Charge for Single Line and Basic Rate Interface, previously billing \$3.50, will no longer be assessed. Multi Line rates reduce to \$3.40 and Centrex rates reduce to \$4.00.

To ensure proper credit, please detach this portion and return with remittance.

**Remittance Document**  
State Calling Service

MADISON SCHOOL DIST #321  
PO BOX 830  
REXBURG ID 83440

Address Correction: Please remit payments to:

AT&T  
P.O. BOX 78214  
PHOENIX, AZ 85062-8214



Account Number: 8000-705-4960  
Invoice Number: 5847309631  
Inquiry Center: USP00202  
Telephone Number: 1-800-438-4583

Invoice Date: 07-01-00

Amount Due: \$579.20

Amount Enclosed: 180.40



State Calling Service

MONTHLY INVOICE

JUL 13 1999

AT&T  
GLOBAL CUSTOMER CARE CENTER  
1100 WALNUT, FIR 16 SOUTH  
KANSAS CITY, MO 64106

MADISON SCHOOL DIST #321  
PO BOX 830  
REXBURG ID 83440

Billing Number: UF 605010 01 208  
Account Number: 8000-705-4960  
Invoice Number: 5847295323 Original  
Invoice Date: 07-01-99  
For billing inquiries: 1-800-438-4583  
To place an order: 1-800-438-4583

New Charges

Usage Charges: \$192.40  
Monthly Charges 07-01 through 07-31 : \$ 0.00  
One-Time and Prorated Charges/Credits: \$ 41.39<sup>CR</sup>  
Total New Charges: \$151.01  
Federal/State/Local Taxes: \$ 0.00  
Other Taxes/Fees and Surcharges: \$ 0.00  
Total Taxes/Fees and Surcharges on New Charges: \$ 0.00

Total New Charges, Taxes/Fees and Surcharges:

\$151.01

Balance as of Last Monthly Invoice:

\$436.37

Payments/Adjustments

Payment Applied: 06-07-99 \$213.14%  
Net Adjustments: \$ 0.00

Total Payments/Adjustments:

\$213.14<sup>CR</sup>

Total Payable Upon Receipt

\$374.24

AT&T is on track to successfully meet the Year 2000 challenge and expects to be compliant by June 30, 1999.  
To find out more, visit [www.att.com/year2000](http://www.att.com/year2000).

Total Usage:

\$192.40	\$0.00	\$0.00	\$0.00	\$192.40
----------	--------	--------	--------	----------

Average Cost Per Minute: \$ 0.0992

Based on Total Usage minus Discounts divided by Total Minutes.  
Directory Assistance, Monthly, One-Time and Prorated Charges, Taxes, Surcharges and Fees are not included.

TRANSACTION REPORT

P.01

JUL-31-02 WED 04:18 PM

DATE START    RECEIVER    TX TIME    PAGES TYPE    NOTE    MR    ND

JUL-31 04:13 PM 919/35996525    2'43"    8 SEND    OK       914

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MADISON SCHOOL DIST. #321

TO: Kathi Mangone

FROM: Varr Snedaker

DATE:

8/1/2001

FAX NO.:

973-599-6513

PAGE TOTAL:

4

COMMENTS:

CONTACT  
IN CASE OF  
PROBLEMS:

P.O. BOX 830  
290 NORTH FIRST EAST  
REXBURG ID 83440  
PHONE 208 359-3300  
FAX 208 359-3345

FACSIMILE

8/1/2001 Kathi said she'd look into the "Public Access Clause" & would let me know either way - what has happened