



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 CPHONE07B

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 8

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*709062035 304-541-7381
 ATT MOBILITY
 7855 WALKER DR #100
 GREENBELT MD 20770

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

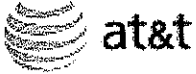
DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
09/05/2008		NET 30		912016656	
SHIP VIA		F.O.B		FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY		DESTINATION		PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER		
			CHANGE ORDER #08		
			TO ADD CHANGES PER THE ATTACHED DOCUMENTATION.		
			----- NO OTHER CHANGES -----		
				PREVIOUS PO TOTAL==>	OPEN END
				PO NET CHANGE (+)==>	
					PURCHASING DIVISION CERTIFIED ENCUMBERED SEP 9 2008 <i>Beverly Toler</i>
					IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>
					OPEN END TOTAL

Dawn Warfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ABKINS* 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



August 7, 2008

Jo Ann Adkins
Dept of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Jo Ann,

This letter is to notify you of changes in some of the equipment currently on the contract and on the previous change orders. Several devices have been discontinued and we have added several new devices. I am attaching a list of both.

I would also like to clear up the directory assistance and Universal Service Fee (USF) issues. Directory assistance applies to all voice plans. The USF changed and is currently 3.03%. Please see description on the spreadsheet.

Finally, I have had many requests for the AT&T Navigator GPS location service. I have included the pricing and description on the spreadsheet as well. AT&T would like to have this service added to the contract.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in cursive script that reads "Greg Florence".

Greg Florence
Government Account Executive
816 Lee St.
Charleston, WV 25301
304-380-4945
gf8069@att.com

08 AUG 11 PM 2:49
RECEIVED
PURCHASING DIVISION
STATE OF WV



AT&T Mobility - Equipment update 8-8-08

Add - New Device	State of WV Price - 2 year BMG pricing	Remove - Discontinued	Comments
Pantech C520	\$49.99	Nokia 6126	End of Life - no longer available
Samsung A227	\$9.99	Sony-Ericsson Z310a (grey)	End of Life - no longer available
Sony-Ericsson Z750a	\$159.99	Pantech C150	End of Life - no longer available
Motorola V3xx	\$129.99	Motorola V365	End of Life - no longer available
LG VU	\$419.99	Nokia 6555	End of Life - no longer available
Samsung Access (a827)	\$319.99	Samsung A737	End of Life - no longer available
RIM Blackberry Pearl (8110)	\$149.99	Nokia SLM	End of Life - no longer available
RIM Blackberry Pearl (8120)	\$249.99	Motorola RAZR	End of Life - no longer available
Palm Centro	\$169.99	Nokia N75	End of Life - no longer available
Option GT Ultra (pcmclia aircard)	\$99.99	RIM Blackberry Pearl (8100)	End of Life - no longer available
		Palm 680	End of Life - no longer available

Directory Assistance - applies to all rate plans	
Directory Assistance	\$1.79 per call

<p>Universal Service Fee (USF)</p> <ul style="list-style-type: none"> Effective April 1, 2008 the FUSF rate is changed from 2.83% to 3.03% of all telecommunications charges with the exception of separately billed interstate toll charges which are charged 11.3% Telecommunications charges include: recurring monthly charge, airtime, toll, and roaming. Charges such as roadside assistance, voice mail and insurance, which are not telecommunications related, are not subject to FUSF.

<p>AT&T Navigator Premium: \$9.99 per month per device for unlimited routes*</p> <p>Find Your Way Safely with GPS Navigation: Get where you're going with turn-by-turn voice and onscreen driving directions and automatic rerouting if you miss a turn.</p> <p>Save Time On Your Daily Commute with Proactive Traffic Alerts: AT&T Navigator monitors traffic and alerts you when there is slowdown or incident – plus you can save time by rerouting around the congestion with just one click.</p> <p>Find the Closest ATM, Restaurants, Gas Station, Wi-Fi Hotspots and More: Search over 10 million business listings and navigate to them with the push of a button</p>
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RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07B							
0001		985-77	STATEWIDE CONTRACT FOR CELL SERVICE			QTY	DATE
			SIGNATURE _____		DATE _____		

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE