



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
 10

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

VENDOR
 *709062035 304-541-7381
 ATT MOBILITY
 7229 PARKWAY DR # 200
 HANOVER MD 21076-1317

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

AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/14/2008		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 #10				
			TO PROVIDE A NEW CORPORATE RESPONSIBILTY USER (CRU) VOICE SERVICE PLANS AND WIRELESS SERVICE PLANS.				
			EFFECTIVE DATE: NOVEMBER 6, 2008				
			CANCELLATION FEE NOTICE FOR FORMER CELLULAR ONE CUSTOMERS CHOOSING NOT TO UTILIZE AT&T SERVICE.				
			EFFECTIVE DATE: NOVEMBER 11, 2008				
			***** NO ADDITIONAL CHANGES *****			PURCHASING DIVISION CERTIFIED ENCUMBERED	
						NOV 19 2008	
						<i>Beverly Toler</i>	
					PREVIOUS PO TOTAL==>	OPEN	END
					PO NET CHANGE (+)==>		
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

George W. Hild
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 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 Cover 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 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."



ATT Mobility
Government Solutions Group
7229 Parkway Drive
Hanover, MD 21076-1317

November 6, 2008

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

Dear Ms. Adkins,

This letter is to notify you of new Corporate Responsibility User (CRU) Voice Service Plans and Wireless Data Service Plans that we would like to add to CPHONE07B. Attached is the new Corporate Responsibility User (CRU) rate plan pricing (Attachment A).

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Cathleen Pryor".

Cathleen Pryor
Vice President, Contracts
AT&T Mobility



3033 Chain Bridge Road
Oakton, Va. 22186

November 11, 2008

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

Jo Ann,

I am sending this in response to your question regarding former Cellular One customers who choose not to migrate their cellular telephone service to AT&T Mobility.

CPHONE07C Statewide Contract for Cellular Telephones - Corporate Responsibility User (CRU) Cancellation Fee. For each CRU that is terminated from Service prior to the expiration of the applicable zero-year, one-year or two-year CRU Term, the Customer will not pay any Cancellation Fee(s) for CRUs. All CRU terminations are effective on the last day of the applicable billing cycle and Customer must pay for all charges incurred by the corresponding CRUs up to the last day of the applicable billing cycle.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "D. Hays", written over a horizontal line.

David Hays
Senior Sales Manager
3033 Chain Bridge Road
Oakton, Va. 22186
703-691-5084

WV PURCHASING
DIVISION

2008 NOV 12 AM 9:07

RECEIVED

**Attachment A
Pricing**

All Plans listed below are restricted to Customers CRU's and are subject to the terms and conditions set forth in their respective Plan, features and/or promotional materials and corresponding coverage maps. For copies of these materials, please contact your sales representative.

1. Business Pooled Nation Plans

Rate Plan Name	Monthly Service Charge	Recurring Credit for Business Pooled Nation Plans	Monthly Service Charge CRU Discount	Net Monthly Service Charge	Total Included Minutes	Additional Minutes	N&W	M2M	Nationwide Long Distance	ROAMING
Business Pooled Nation	\$34.99	\$5.00	19%	\$24.29	300	0.25				
Business Pooled Nation	\$44.99	\$5.00	19%	\$32.39	450	0.25				
Business Pooled Nation	\$64.99	\$5.00	19%	\$48.59	900	0.25				
Business Pooled Nation	\$84.99	\$5.00	19%	\$64.79	1,350	0.25				
Business Pooled Nation	\$104.99	\$5.00	19%	\$80.99	2,000	0.25	Unlimited	Unlimited	INCLUDED	INCLUDED
Business Pooled Nation	\$154.99	\$5.00	19%	\$121.49	3,000	0.25	Unlimited	Unlimited	INCLUDED	INCLUDED

1.1 Add-A-Line to Business Pooled Nation Plans. Provided Customer remains in compliance with all the terms and conditions of the Agreement, and subject to the restrictions set forth in this §1.1 (including all subsections), AT&T will provide Customer the ability to add Additional Lines of Service to a common billing account pool under the Business Pooled Nation Plan in accordance with the terms and conditions of the Sales Information and this §1.1. Customer's Additional Lines of Service shall not exceed a ratio of two (2) Additional Line to one (1) Anchor Plan with a Monthly Service Charge of \$24.29 or above (2:1). The following terms have their corresponding meanings:

- A. "Additional Line" means a Business Pooled Nation Plan that (i) has a Net Monthly Service Charge of \$8.09; (ii) has zero (0) Anytime Minutes; (iii) has a price of twenty-five cents (\$.25) per minute for Additional Minutes; (iv) includes Nationwide Long Distance; (v) includes Roaming; and (vi) is governed by the Sales Information including, without limitation, any available promotions, features or functionality set forth on such Sales Information at activation.

B. "Anchor Plan" means each available Business Pooled Nation Plan active in a common billing account pool, excluding any Additional Lines.

C. "Available Business Nation Pooled Plans" means the Business Pooled Nation Plans with a Monthly Service Charge of \$34.99 or above.

2. Business National Flat Rate Plan. Customer and its Participating Affiliates CRUs may activate Service on the Business National Flat Rate Plan described in this \$2 (the "Business National Flat Rate Plan").

2.1. Recurring Credit. In addition, AT&T will provide a monthly recurring credit of five dollars \$0.64 to each CRU on the Business National Flat Rate Plan, to be applied towards the corresponding Monthly Service Charge. AT&T and Customer agree that the Monthly Service Charge, Recurring Credit, Monthly Service Charge CRU Discount, Net Monthly Service Charge, Domestic On-Network Airtime Rate and Domestic Off-Network Airtime Rate for the Business National Flat Rate Plan will be as follows:

Monthly Service Charge:	\$12.99
Recurring Credit:	\$0.64
Monthly Service Charge CRU Discount:	19%
Net Monthly Service Charge:	\$10.00
Domestic On-Net and Off-Net Airtime Rate:	\$0.09 per minute
Domestic Roaming and LD:	Included

3. Government National Plan

Rate Plan Name	Government National Plan	Government National Plan	Government National Plan
Monthly Service Charge	\$ 25.00	\$ 34.00	\$ 44.00
Monthly Service Charge CRU Discount	19%	19%	19%
Net Monthly Service Charge	\$ 20.25	\$ 27.54	\$ 35.64
Included Minutes	100	300	500
Additional Minutes	0.45	0.45	0.45
Nights & Weekend	5000	5000	UNLIM
Mobile to Mobile	UNLIM	UNLIM	UNLIM
Domestic Long Distance	Included	Included	Included
Domestic Roaming	Included	Included	Included

4. BlackBerry Enterprise Plans. For use on BlackBerry devices only.

Rate Plan Name	Monthly Service Charge	Monthly Service Charge CRU Discount	Net Monthly Service Charge	Data	Overage Rate
BlackBerry Enterprise (Stand Alone)	\$50.00	19%	\$40.50	Unlimited	N/A
BlackBerry Enterprise (Bolt-On)	\$45.00	19%	\$36.45	Unlimited	N/A



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	DELIVERY DATE	CAT.NO	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07B							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		985-77	STATEWIDE CONTRACT FOR CELL SERVICE		_____	_____	
			SIGNATURE _____		DATE _____		
						TOTAL	

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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE