



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
 00

CHANGE ORDER
 21

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.

INVOICE TO

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

13

VENDOR

*709062035 304-932-8194
 ATT MOBILITY
 7229 PARKWAY DR # 200

 HANOVER MD 21076-1317

SHIP TO

FILE LOCATION 23450
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/06/2012		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 #21				<div style="text-align: right; font-weight: bold; font-size: 2em;">SCANNED</div> <div style="text-align: right; font-weight: bold; font-size: 2em;">RETURNED TO BUYER</div> <div style="text-align: right; font-weight: bold; font-size: 2em;">DATE: AUG 14 2012</div>			
TO PROVIDE UPDATED EQUIPMENT AND ACCESSORY LIST PER THE ATTACHED.							
EFFECTIVE DATE OF CHANGE: 08/06/2012							
ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.				PURCHASING DIVISION'S FILE COPY			
BACKGROUND CHECK: IN ACCORDANCE WITH W. VA. CODE 15-2D-3, THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES MAY REQUIRE ANY SERVICE PROVIDER WHOSE EMPLOYEES ARE REGULARLY EMPLOYED ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR WHO HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION TO SUBMIT TO A FINGERPRINT-BASED STATE AND FEDERAL BACKGROUND INQUIRY THROUGH THE STATE REPOSITORY.				PURCHASING DIVISION CERTIFIED ENCUMBERED AUG 13 2012 <i>Beverly Toler</i>			
ENTERED				PREVIOUS PO TOTAL==>		OPEN END	
				PO NET CHANGE (+)==>			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>				OPEN END		TOTAL	

Dawn Workfield 8-9-12
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* BUYER 42 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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BEST WAY		DESTINATION		PREPAID		MUL - MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	PREPAID		MUL - MUL	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER	UNIT PRICE		AMOUNT	
0001	10/31/2006	EA	985-77	.00000			
<p>AFTER THE CONTRACT FOR SUCH SERVICES HAS BEEN APPROVED, BUT BEFORE ANY SUCH EMPLOYEES ARE PERMITTED TO BE ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION, THE SERVICE PROVIDER SHALL SUBMIT A LIST OF ALL PERSONS WHO WILL BE PHYSICALLY PRESENT AND WORKING AT THE CAPITOL COMPLEX TO THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES FOR PURPOSES OF VERIFYING COMPLIANCE WITH THIS PROVISION.</p> <p>THE STATE RESERVES THE RIGHT TO PROHIBIT A SERVICE PROVIDER'S EMPLOYEES FROM ACCESSING SENSITIVE OR CRITICAL INFORMATION OR TO BE PRESENT AT THE CAPITOL COMPLEX BASED UPON RESULTS ADDRESSED FROM A CRIMINAL BACKGROUND CHECK.</p>							
<p>STATEWIDE CONTRACT FOR CELL SERVICE</p>							
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p>							TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and 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. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



April 17, 2012

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

Re: Contract Between the State of West Virginia ("State") and AT&T Mobility ("AT&T"), # CPHONE07B (the "Contract").

Dear Jo Ann,

Please accept this letter as AT&T's formal request to add the iPhone 4S and corresponding wireless data service plans to the Contract. Specifically, this letter sets forth the new iPhone wireless plans available under the Contract, together with all iPhones available under the Contract.

By placing an order for an iPhone 4S device and Plan, the State and its agencies acknowledge and agree that such equipment and plans will be provided in accordance with the terms and conditions of this letter and the Contract. Please note that the iPhone 4S plans can only be activated on compatible equipment and vice versa.

If you have any questions, please contact DJ Sigman, Government Account Executive, (304) 932 8194, ds8355@att.com. Kindly confirm the State of West Virginia's consent to AT&T's request by return email to DJ Sigman.

Respectfully,

Marcellus Brooks
Senior Contracts Manager
AT&T Mobility



Wireless Data Service Plans for iPhone

Plan	Monthly Service Charge	Domestic Data Access (Included)	Domestic Data Usage (Additional)
DataPro 2GB for iPhone 4S Enterprise	\$40.00	2GB	\$10.00/GB
DataPro 2GB for iPhone 4S Enterprise No Visual Voicemail	\$40.00	2GB	\$10.00/GB
DataPro 4GB for iPhone 4S Enterprise	\$60.00	4GB	\$10.00/GB
DataPro 4GB for iPhone 4S Enterprise No Visual Voicemail	\$60.00	4GB	\$10.00/GB
Enterprise Data Plan For iPhone 4S	\$45.00	<ul style="list-style-type: none"> • Internet Browsing • Corporate and Personal email 	N/A

Messaging Plans

UNLIMITED	\$20 per month
1500 Messages	\$15.00 per month, \$0.05 per additional message
200 Messages	\$5.00 per month, \$0.10 per additional message
Pay Per Use	\$0.20 per Text Message, \$0.30 per Picture/Video Message

iPhone Equipment

iPhone	Price
iPhone 4 8GB Black or White	\$99.99
iPhone 4S 16GB Black or White	\$199.99
iPhone 4S 32GB Black or White	\$299.99
iPhone 4S 64GB Black or White	\$399.99