



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

State of West Virginia  
**Master Agreement**

Order Date: 02-16-2022

CORRECT ORDER NUMBER MUST  
 APPEAR ON ALL PACKAGES, INVOICES,  
 AND SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

<b>Order Number:</b>	CMA 0212 0212 CPHONE20A 4	<b>Procurement Folder:</b>	809107
<b>Document Name:</b>	CPHONE20A: Wireless Voice, Data, & Accessories	<b>Reason for Modification:</b>	CO#3 is an Administrative Change Order to add the Exhibit_A K-12 Program to the Contract. No Other Changes.
<b>Document Description:</b>	NASPO Mater Agreement No. 149 Categories 1 & 2		
<b>Procurement Type:</b>	Statewide MA (Open End)		
<b>Buyer Name:</b>			
<b>Telephone:</b>			
<b>Email:</b>			
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2020-12-01
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2024-08-11

VENDOR		DEPARTMENT CONTACT																					
<b>Vendor Customer Code:</b>	000000104765	<b>Requestor Name:</b>	Mark A Atkins																				
AT&T CORP 208 S Akard ST		<b>Requestor Phone:</b>	(304) 558-2307																				
Dallas TX 75202 US		<b>Requestor Email:</b>	mark.a.atkins@wv.gov																				
<b>Vendor Contact Phone:</b>	999-999-9999	<div style="font-size: 48pt; font-weight: bold;">22</div> <div style="font-size: 24pt; font-weight: bold;">FILE LOCATION _____</div>																					
<b>Extension:</b>																							
<b>Discount Details:</b>																							
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	Discount Allowed			Discount Percentage	Discount Days																		
#1	No	0.0000	0																				
#2	No																						
#3	No																						
#4	No																						

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV 99999 US	No City WV 99999 US

*Chy 2/17/2022*

Purchasing Division s File Copy

<b>Total Order Amount:</b>	Open End
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ENTER

*MA 2/16/2022*

**PURCHASING DIVISION AUTHORIZATION**  
 DATE: *Tarah 2/16/2022*  
 ELECTRONIC SIGNATURE ON FILE

**ATTORNEY GENERAL APPROVAL AS TO FORM**  
 DATE: *John S. Gray*  
 ELECTRONIC SIGNATURE ON FILE

**ENCUMBRANCE CERTIFICATION**  
*Beverly Toler*  
 DATE: *2-24-2022*  
 ELECTRONIC SIGNATURE ON FILE

*2/24/2022*

**Extended Description:**

CHANGE ORDER No. 03: ADMINISTRATIVE CHANGE ORDER

Change Order No. 03 is issued to add the Exhibit\_A K-12 Program to the Contract, per the attached documents. The Exhibit\_A K-12 Program was unintentionally omitted from the Participating Addendum when the CPHONE20A contract was established. There are no pricing changes associated with this change order.

Effective Date: 02/09/2022

NO OTHER CHANGES

CMA COOPERATIVE AWARD (NASPO)

STATEWIDE COOPERATIVE AWARD

CMA CPHONE20A: WIRELESS VOICE, DATA, & ACCESSORIES

This Statewide open-end contract with AT&T CORP is to provide Wireless Voice, Data, & Accessories to all agencies in the State of West Virginia via the attached Participating Addendum, the NASPO Master Agreement No. 149, Amendment\_1 dated 02/05/2020, all incorporated herein by reference and made apart hereof.

Awarded: Category 1 - Cellular Wireless Services  
Category 2 - Equipment and Accessories

Effective Date of Contract: 12/01/2020 through 08/11/2024.

\*\*\*\*\*

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83111603			LS	0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Wireless Voice, Data, & Accessories

**Extended Description:**

See Attached Pricing

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	83111603				0.000000
	<b>Service From</b>	<b>Service To</b>			
	2020-12-01	2024-08-11			

**Commodity Line Description:** Wireless Voice, Data, & Accessories

**Extended Description:**

SERVICES

See Attached Pricing

**AMENDMENT TO PARTICIPATING ADDENDUM  
UNDER THE  
NASPO VALUEPOINT  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
MASTER AGREEMENT NUMBER: MA149**

**PARTICIPATING ENTITY: STATE OF WEST VIRGINIA**

This Amendment No. 1 ("Amendment 1") is entered into as of February 9th, 2022 (the "Amendment 1 Effective Date") by and between the State of West Virginia ("Participant"), and AT&T Corp. ("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 Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019 (as now or hereafter amended, restated or otherwise modified, the "Contract" or "Master Agreement").

**1.2** In connection with the Contract, Participant and Contractor entered into a Participating Addendum dated December 1, 2020 (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, Participating Entity and Contractor hereby agree to the terms and conditions of the Amendment 1 (the Contract and the PA, as amended, together the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

**Section 3. Student Offer.** The Parties acknowledge and agree that (a) the PA was designed, among other things, to allow certain qualified students to receive wireless Service in connection with the Agreement; (b) PA §7.2 references a corresponding Exhibit A setting forth rules and conditions of such student participation; and (c) that Exhibit A was unintentionally omitted from the PA. The Parties hereby correct that omission by incorporating Exhibit A attached hereto as Exhibit A to the PA.

**Section 4. Entire Agreement.** The Master Agreement and the PA, as amended by this Amendment 1, set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed Amendment 1 as of the Amendment 1 Effective Date.

**AT&T CORP.**

By: 

Name: Mark Flister

Title: Sr. Contract Manager

Date: 02/09/2022

**STATE OF WEST VIRGINIA**

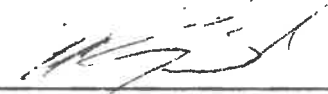
By: 

Name: Frank White

Title: Assistant Director

Date: 2/16/22

WEST VIRGINIA  
DEPARTMENT OF EDUCATION

By:   
\_\_\_\_\_  
, duly authorized

Name: W. Clayton Burch

Title: State Superintendent of Schools

Date: 2-10-22

## EXHIBIT A

### K-12 PROGRAM

- 1. K-12 Student Participation in Program.** Pursuant to the terms and conditions of the Agreement, and subject to the terms and conditions of this Exhibit A, Contractor authorizes K-12 Students to participate in the Agreement as CRUs. Under the PA, the term "K-12 Student" means an individual currently enrolled as a full-time student within grades K-12 at the Purchasing Entity's or its agent's qualified educational institution within Purchasing Entity's or its agent's State, District or other applicable jurisdiction. K-12 Students cannot receive Service, Equipment and/or related products under the Agreement as IRUs.
- 2. Invoicing.** Consolidated invoicing is the only invoicing option available with respect to K-12 Students. The Corporate Responsibility User Invoicing option, such option is not available in any respect for such K-12 Students.
- 3. Internet Safety Policy.** Each Purchasing Entity or their agent hereunder represents and warrants that it has, and will maintain during the term of the Agreement, an Internet Safety Policy that addresses the following: (a) access by minors to inappropriate matter on the Internet and the World Wide Web; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access including "hacking" and other unlawful activities by minors online; (d) unauthorized disclosure, use and dissemination of personal information regarding minors; and (e) measures designed to restrict minors' access to materials harmful to minors.
- 4. Consents and Notices.**

  - 4.1 Parental Consents.** Each Purchasing Entity or its agent is responsible for obtaining from each K-12 Student's guardian any and all consents necessary for access to and use of the Equipment and Service by the K-12 Student.
  - 4.2 Additional Notices.**

    - 4.2.1 Notices Regarding Service and Equipment.** Each Purchasing Entity or its agent will request each K-12 Student's guardian, in writing to read all information concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan and feature brochures, coverage maps, Contractor's Privacy and Acceptable Use policies, and other materials related to Equipment and accessories. Purchasing Entity or their agent will also provide to the guardian of each such K-12 Student, and request the guardian in writing, to read any additional materials and consumer information reasonably requested by Contractor from time to time to be so provided.
    - 4.2.2 Notices Regarding Location-Based Services.** Each Purchasing Entity or its agent will request each K-12 Student's guardian, in writing, that (a) the Equipment used by such K-12 Student may be location-enabled, and (b) the guardian should read the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Applications offered by Contractor or third parties may allow Equipment used by K-12 Students to be tracked. In the event a Purchasing Entity or their agent or one of its K-12 Students downloads any such tracking application to Equipment used by a K-12 Student, that Purchasing Entity or their agent will provide clear and conspicuous notice to the guardian of such K-12 Student. Purchasing Entities will also ensure that their K-12 Students are not able to download such tracking applications themselves.
- 5. E-Rate Funding.** If a Purchasing Entity intends to seek E-Rate funding for the Service made the basis of the Agreement, such Purchasing Entity is solely responsible for determining the proportion of the Service that is eligible for E-Rate discounts. To the extent Purchasing Entity relies upon Contractor to invoice USAC for the discounted portion of the Service, Purchasing Entity is responsible for providing the correct cost allocation information to Contractor for purposes of properly invoicing the Service.