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State of West Virginia Department of Administration Purchasing Division

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.



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

Request for Quotation

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KRISTA FERRELL 304-558-2596

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AT&T Mobility National Accounts LLC dba AT&T Mobility 7229 Parkway Drive Hanover, MD 21076

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

AT&T is submitting its AT&T Subsequent Terms and Conditions as part of the RFQ response. This AT&T Subsequent Terms and Conditions sets forth the specific terms and conditions associated with the services proposed by AT&T in response to the RFQ to be included as subsequent to the Request for Quotation (RFQ)

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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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KRISTA FERRELL 306-558-2596

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

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KRISTA FERRELL 304-558-2596

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AT&T Mobility National Accounts LLC dba AT&T Mobility 7229 Parkway Drive Hanover, MD 21076

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

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

Request for Quotation

To

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL 304-558-2596

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ALL STATE AGENCIES
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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division

and have paid the required \$125 fee.

- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. 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.
- 13. 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.htm 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.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Statewide Contract - CPHONE11

Technical Questions

- Q. 3.8.2 Could you clarify what "unlimited data" references? Do you want information on rate plans that have unlimited data for aircards, tablet pc's, PDA phones as well as standard cell phones?
- A. We want plans with unlimited data for all devices.
- Q. 4.3.2 Could you clarify what percentage the state is comfortable with optimizing? Example: Would you like to get reports that optimize to within 5% of overall usage or a report that shows optimization to 1% of overall usage? Would you like the reports by cost center/ department breakout quarterly?
- A. Five percent (5%), the report should be by agency by account number quarterly.
- Q. Please let us know if you would like the following reports as part of this quarterly optimization
 - Billing and Invoice management comprehensive, centralized bill presentment, reporting, analytics and detailed cost allocations
 - Billing Analysis and Expense Optimization usage data trending and carrier plan analysis for maximized savings
 - Live asset tracking report (which maintains accurate inventory of all devices and service plans over real time or a static asset tracking report that shows asset tracking on a monthly basis
 - d. Reports that identify abandoned or orphaned devices
 - Subscriber reports that show average billing by department or cost center on a quarterly bases
 - f. Order tracking reports that provide real time alerts to managers –auto generated emails alerting management of shipments and procurements.
- A. a. Yes
 - b. Yes
 - c. Yes with real time asset tracking
 - d. Yes
 - e. Yes see answer to question under 4.3.2 above.
 - f. Yes

- Q. Bid due date 10/13 at 1:30pm. Please confirm
- A. The bid opening will be extending to 10/18/11 at 1:30 p.m.
- Q. How many printed copies of the response would you like us to send?
- Two copies please.
- Q. Would you also like to receive an email with the response or a CD?
- A. The Purchasing Division may not accept bids via email. Vendors submitting electronic versions should include via CD or thumb drive.
- Q. Will these questions be answered via email and by what date?
- A. Questions will be answered by formal addendum.
- Q. Can we have a two week extension on the Bid Opening Date?
- A. Unfortunately the current contract expires on 10/31/11. The bid opening can only be extended to 10/18/11 at 1:30 p.m.
- Q. Please confirm only one copy of the bid must be submitted to Purchasing. In addition, please confirm that a second copy of the bid does not have to be delivered to the Auditor's office.
- A. We would like to have 2 copies of the bid. The Auditor Copy requirement was retracted by WV State Code change in 2007.
- Q. Can the Vendors submit additional pricing (rate plans) that are not reflected on the State's CPHONE11 Cost Sheet 2?
- A. Yes
- Q. Can the Vendor submit pricing for Services (Push to Talk) and Mobile Applications which are not requested in the bid? There are a number of State Agencies utilizing mobile applications from the existing contract and other applications have been requested?
- A. Yes
- Q. Please confirm that Directory Assistance with Automatic Call Completion (3.3.9) shall be included at no additional cost? Typically Directory Assistance (411) is a billable service.

- A. 3.3.9 will be removed from the requirements for Directory Assistance be provided at no additional cost. The specifications have been adjusted accordingly.
- Q. Please confirm that Basic Text Messaging be provided at No Additional Charge (3.3.10) on all devices. Please clarify Is the State requiring that the Vendor provide Basic Text Messaging as a Service? Or Is the State asking for Unlimited Basic Text Messaging FREE? CPHONE11 Cost Sheet 2 request pricing for Text Messaging.
- A. We are deleting the requirement 3.3.10 related to texting at no additional cost. Texting should be bid as part of the package related to the cost sheet.
- Q. 6.1.4 Requires Activation of Service at no charge. Is the State Willing to Pay an Upgrade Fee of \$18? In addition, 4.4.7 does not specify Upgrade Fee
- A. We are changing the number scheme on 3.6.1.2 to 4.1.2 and 3.6.1.3 to 4.1.3 and 3.6.1.4 to 4.1.4.
 - 4.4.7 will now read :The State of WV will not pay activation fees, disconnection fees, early termination fees, upgrade fees, or roaming fees, within the designated "home area," as part of this contract.
- Q. The USF Fee changes Quarterly. Can the State automatically adjust the USF Fee so that a change order does not have to be submitted? In some cases, Vendors are being required to credit back USF fees due to the quarterly USF Fee rate change. The Vendors are required to pass through the USF fee and do not control pricing or price changes.
- A. Any alterations to the contract must be facilitated through formal change order submitted to the Purchasing Division. All changes are subject to approval.
- Q. Do we include Fees in the Total Cost on the CPHONE11 Cost Sheet 2? Or simply show them on Cost Sheet 5 and do not include on Cost Sheet 2
- A. Cost sheet two is for services only and not fees. Fees should be listed on cost sheet 5.
 Cost sheet 2 will now read "Overage Charges" Instead of "overage fees"
- Q. CPHONE11 Cost Sheet 2 / Section Basic Voice / Data Plan Please clarify: The cost for unlimited minutes will be provided in the Basic Voice Plan section. Is this data plan for a voice device or Smartphone?
- A. On Cost sheet 2 the section for "Basic Voice" is for a cell phone with just voice service, the "Basic Voice/Data Plan" is for cell phones with internet connectivity, the "Basic Data Plan" is for Smart phones.

- Q. Basic Data Plan Please clarify what pricing is desired in this section. Smart Phone; Air Card; Mi-Fi?
- A. We will add to the cost sheet lines under the "Basic Data Plan" costs for Air Cards and Mi-Fi.
- Q. Would the State be open to discussions to review the equipment pricing update procedure? End Users always want the newest devices. In some instances, there can be delays in getting the equipment change orders posted.
- A. Any alterations to the contract must be facilitated through formal change order submitted to the Purchasing Division. All changes are subject to approval.

REQUEST FOR QUOTATION: CPHONE11 STATEWIDE CONTRACT INTEGRATED CELLULAR COMMUNICATIONS

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids, to establish a statewide contract for integrated cellular communications (cellular) technology. This Contract shall extend to include state agencies, community colleges, institutions, counties, municipalities, public schools, and other local government entities.

1.0 PURPOSE

The purpose of this RFQ is to request bids from responsible vendors with the intent to award a statewide contract to provide cellular communication services; accessories and equipment for use by State employees. These cellular communication services shall include the wireless transmission of voice and/or data. Cellular communication equipment, accessories, and devices are included, as well as the related warranty and support services. Cellular equipment shall include devices such as netbooks and tablets that have integrated cellular service and bundled with a cellular data plan.

Our primary goal is to leverage the State of West Virginia's buying power to ultimately reduce our overall costs, while meeting our requirements and maintaining an acceptable level of quality.

2.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Vendor": the successful bidder(s)
- B. "Manufacturer": the company who produces the equipment.
- C. "Contract": the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- E. Agency: any entity seeking goods/services under this "Contract"
- F. Cellular communications: A mobile device that uses a network of short-range transmitters located in overlapping cells throughout a region, with a central station making connections to regular lines
- G. GOOD Technology: Push e-mail and mobile device management and security products for mobile phones.

- H. Smartphone: A cellular telephone with built-in applications and Internet access. Smartphones provide digital voice service as well as text messaging, e-mail, Web browsing, still and video cameras, MP3 player, video viewing and often video calling.
- I. Roaming Geographic West Virginia, and bordering counties located in adjoining states, will be considered the "home area", or local call footprint, for all services related to this RFQ. "Roaming charges/long distance" will apply only when the user is outside of the "home area/local call footprint". Roaming is defined as the area beyond the bordering counties in adjoining states within the continental United States.

2.1 BACKGROUND

The State of WV presently utilizes approximately 4900 cellular telephones, with air-time usage of approximately 21 million minutes annually, and approximately 1400 data devices (Good technology, MS Windows, RIM Blackberry and similar data devices).

3.0 SCOPE OF WORK

- 3.1 The vendor will provide an equipment package that shall include a handset (choice of candy bar or flip phone style), AC power adapter/charger, battery, user manual and related maintenance and support services provided by the manufacturer's warranty.
- 3.2 Equipment package handsets shall include vibrate functionality and E911 compatibility.
- 3.3 The following service features shall be standard and will be included at no additional charge:
 - 3.3.1 Unlimited mobile to mobile (within Vendor's network)
 - 3.3.2 Unlimited nights and weekends
 - 3.3.3 Call Waiting
 - 3.3.4 Three-way Calling
 - 3.3.5 Call Forwarding
 - 3.3.6 No Answer Transfer/Busy Transfer
 - 3.3.7 Voicemail with Message Indicator
 - 3.3.8 Caller ID
 - 3.3.9 Basic Text Messaging
 - 3.3.10 State-wide service with no roaming charges or long distance fees within West Virginia and the bordering counties of adjoining states.

- 3.4 Vendor shall activate service on new equipment within 72 hours of request or shipping.
- 3.5 Vendor shall provide the following services at no additional cost. This list is not meant to be all inclusive and vendors may, at their discretion, add other services.
 - 3.5.1 Upgrades or downgrades to service plans as needed, with no limits.
 - 3.5.2 Cancellation of service without early termination fees;
 - 3.5.3 Provide Local Number Portability with no penalty.
- 3.6 At least one device should come equipped with one or more of the following features:
 - 3.6.1 Bluetooth turned off, as the default setting
 - 3.6.2 Camera
 - 3.6.3 GPS integrated
 - 3.6.4 Hands-Free capable
 - 3.6.5 Speakerphone
 - 3.6.6 Wi-Fi
- 3.7 The successful vendor(s) shall be available to meet with the Office of Technology on a regular basis (monthly or quarterly, at the State's discretion) to discuss the utilization of this contract and any relevant issues.
- 3.8 DATA SERVICES
 - 3.8.1 Vendor shall provide "air cards" that allow for cellular data services for laptop or notebook computers.
 - 3.8.2 When agency acquires data services, the vendor shall provide the following features at no additional charge:
 - Unlimited Data
 - Unlimited Text Messages
 - 3.8.3 Data services that are required by the State shall include Internet access and e-mail utilizing integrated cellular handheld devices and non-standard cellular telephones. The requested data services shall be able to access e-mail service from the providing vendor or interface with the State's Microsoft Exchange e-mail system.

- 3.8.4 The vendor must support at least one of the following mobile operating systems:
 - · GOOD technology supported devices
 - MS Windows Activesync
 - RIM Blackberry

Integrated cellular equipment provided under this contract shall include such items as netbooks and tablets that have integrated cellular service.

4.0 REQUIREMENTS: ORDERING, SERVICE, SUPPORT, REPORTING AND BILLING

4.1 ORDERING

- 4.1.1 Agencies shall prepare a written state contract order form WV-39 and submit to Office of Technology contract administrator for approval at WVOT.CELL@WV.GOV. Each WV-39 should clearly denote the quantity and commodity/commodities to be purchased.
- 4.1.2 If approved by the contract administrator the Agency will receive said approval via email.
- 4.1.3 Once the contract administrator approves the order the administrator submits the WV-39 created by the Agency to the Vendor for the approved commodity/commodities covered by this contract.
- 4.1.4 The Vendor(s) shall provide activation of new service, or portability services at no additional charge.

4.2 SUPPORT

- 4.2.1 Vendor(s) shall provide a toll-free support number coverage 24x7x365, staffed by technical personnel, to answer any service-related questions, including, but not limited to: parts, service, and administrative support.
- 4.2.2 The Vendor shall repair or replacement of any malfunctioning units, must be with equipment equal to, or better than, the original unit.
- 4.2.3 If requested by the State, vendor(s) shall provide free replacement of standard (basic) telephones and cellular data cards at the end of the devices' normal life cycle as mutually agreed upon by the vendor and the State.
- 4.2.4 If vendor(s) implements technologies that render the State's voice or data devices inoperable, or otherwise non-functional, vendor(s) will provide replacement devices free of charge prior to the new services becoming available.
- 4.3 REPORTING

- 4.3.1 Vendor(s) shall furnish monthly availability and reliability statistics to the West Virginia Office of Technology for West Virginia's "home area". This must include the percentage of time the network was not 100% available in the home area and the percentage of dropped calls in home area per user. The report should be in Excel format.
- 4.3.2 Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the State. There shall not be any additional charge or commitment for moving a user into a more appropriate plan. Optimization recommendations must be communicated through a quarterly report. The State will use this information for evaluating the State's cell phone usage, as provided by the vendor.
- 4.3.3 Vendor(s) shall provide to the state an additional monthly report that shows total minutes of usage by billed telephone number (BTN), in addition to billing the user agencies.

4.4 BILLING

- 4.4.1 State Agencies shall have the ability to change rate plans on a particular line without any fee or charge to the agency.
- 4.4.2 It will be the responsibility of the successful vendor(s) to bill the individual spending units based on their individual requirements. Options may include:
 - A separate bill per service line requested
 - Aggregate billing by agency geographic location
 - Aggregate billing for the spending unit (Time aggregation would only be expected at the aggregated bill level and not across spending units.)
- 4.4.3 This billing shall be provided in a pre-approved format, as agreed upon by both the vendor(s) and the State. These bills will be delivered to the State on a pre-arranged delivery date, mutually agreed upon by the State and the vendor(s). Billing at a minimum should detail, for each line active on that bill, the following:
 - User Name
 - * Cellular Number
 - Office (landline) Number
 - · Supervisor's Name
 - Supervisor's Office (landline) Number
 - Department
 - *Agency Name
 - Unit Name
 - Org. Number
 - *Bill to address

- Plan level
- *Date and time of call or data transaction
- *Number called
- *Duration of call or size of data transmission
- *Cost of call or data transmission
- *Overage charges, if applicable
- *Fees

*Denotes mandatory detail

- 4.4.7 The State of WV will not pay activation fees, disconnection fees, early termination fees, upgrade fees, or roaming fees, within the designated "home area," as part of this contract.
- 4.4.8 Vendor(s) must include, per telephone number and/or IP address, all fees (USF, Administrative Fees, etc.) listed separately, as part of the base monthly rate. These fees must be specifically identified in the vendor(s)' response. The state cannot pay any tax, fee or surcharge that is not specifically mentioned as part of the contract or is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.

5.0 Award

5.1 This contract may consist of awards to multiple vendor(s) required to cover all features as described in the RFQ and all geographic areas of West Virginia in which the State needs service. The vendor(s) is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the vendor(s) to be the sole point of contact with regard to all contractual matters. The vendor(s) may enter into written subcontracts for performance of work under the contract; however, the vendor(s) is totally responsible for payment of all subcontractors.

5.2 Inter-State Agreements

The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), or GSA pricing schedule, to purchase equipment and service, outside of the terms and conditions of any contract resulting from an award of this RFQ.

5.3 Separate and Independent Government Agreements

The Vendor(s) may make the products and services requested in this RFQ available to county and local municipalities, as well as any other official boards and commissions deemed eligible as legitimate, governmental entities. If the Vendor(s) exercises this option, the State will not be liable for billing, management or any other services related to these separate, independent agreements.

6.0 CHANGES AFTER THE AWARD

6.1 Upgrades

Due to continuing evolution of cellular technology and constant changes in each vendor's capabilities, the winning vendor(s) will have the opportunity to present the Chief Technology Officer information about new products, new services and new coverage areas offered for the State's consideration as well as proposed pricing. The Office of Technology will do an analysis of each proposal to ensure the products and services offered continue to meet the State's needs in a cost-effective manner. The Office of Technology will also compare these offerings with offerings available in the marketplace to ensure that the proposal is competitive, reasonable and proven. Only vendor(s) awarded contracts from the original RFQ may participate in this upgrade of the State's integrated cellular services. If the proposed change is accepted by the Office of Technology, they must be processed through and approved as a change order by the Purchasing Division.





AT&T's Response to the State of West Virginia's Request for Quotation #CPHONE11 for Cellular Phone Service





816 Lee Street, 1st Floor Charleston, WV 25301 www.att.com Cell: 304-932-8194 Fax: 847-326-3980 ds8355@att.com

October 18, 2011

Krista Ferrell
State of West Virginia
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305

Dear Ms. Ferrell:

On behalf of AT&T, thank you for this opportunity to respond to the State of West Virginia Department of Administration's Request for Quotation (RFQ) #CPHONE11 for Cellular Phone Service. In these challenging times it is more important than ever - yet increasingly more difficult - to achieve your priority of providing your workforce with the tools and services they need to support cost-effective government that delivers high quality professional services to its citizens. As the nation's leading provider of communications services, AT&T is positioned to provide the West Virginia Department of Administration ("the State") and the users you support with cost-effective and reliable services - backed by experience, support and improved and comprehensive coverage.

Working with AT&T offers the State many advantages and efficiencies:

- Network based on GSM/UMTS/HSDPA, a technology offering your users the best overall user experience and cost-effective options for voice and data communications:
 - o Fastest 3G network in 350 major markets
 - Unique productivity capability to handle voice and data simultaneously
 - Most efficient migration path to LTE backwards compatibility with our 3G HSPA network allows the State to take full advantage of device investments
 - Unlike CDMA, GSM HSPA 7.2 (HSPA +) offers the additional step that provides even more enhanced speeds providing faster coverage now as the LTE build-out continues, superior fall-back speeds and integration outside of LTE footprint
- Device selection with experience across a wide portfolio of voice, data and telemetry devices:

- Largest selection of Wi-Fi-capable devices for access to more than 23,000 hotspots in the U.S. and more than 135,000 hotspots internationally
- Largest selection of Smartphone devices, including BlackBerry, iPhone and growing Android marketplace
- Industry leader (more than two times our nearest competitor) in enterprise Smartphone deployments
- Services and plans that meet the requirements of this solicitation
 - o Voice, Data and Telemetry plans with options for flat rate and pooling as requested
 - An ever-evolving portfolio of plans to support applications that enhance the productivity of your work force and your service to the residents of West Virginia
 - Flexibility to choose the options that best meet requirements at an individual level and a vendor that can help guide each user

Support

- Dedicated account team backed by support and technical resources with Government and Education expertise that are focused on State objectives and priorities
- World-class online billing and reporting tool
- Order and maintenance support via technicians who know your contract, your services and your plans
- Most experienced carrier in development and support of enterprise-class wireless solutions
- We are consistently recognized by third party evaluation groups as best in class as a mobility provider.

AT&T hopes that you will agree that our offerings provide the best solutions and value to the State. In the event AT&T is fortunate enough to be chosen as one of the State's vendors, AT&T is submitting its AT&T Subsequent Terms and Conditions as part of the RFQ response. The AT&T Subsequent Terms and Conditions set forth the specific terms and conditions associated with the services proposed by AT&T in response to the RFQ to be included as subsequent to the Request for Quotation (RFQ) #CPHONE11 for Cellular Phone Service.

AT&T looks forward to the continued growth of our relationship with the State. In the attached proposal, we describe our recommended solution in detail as it applies to your objectives. We look forward to the next steps in this project.

Sincerely,

DJ Sigman

Government Account Executive

)19mar



Expanding Your Wireless Connections

AT&T's Response to the State of West Virginia's RFQ #CPHONE11 for Cellular Phone Service

October 18, 2011

DJ Sigman
Government Account Executive
AT&T
816 Lee Street, 1st Floor
Charleston, WV 25301
Cell Phone: 304-932-8194
Eav: 847-326-3980

Fax: 847-326-3980 Email: <u>ds8355@att.com</u>



Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of sixty (60) days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T Mobility National Accounts LLC.

Terms and Conditions—Unless otherwise stated herein, this proposal is conditioned upon the AT&T Subsequent General Terms and Conditions be incorporated and apply to all services and equipment Customer buys from AT&T.

Proposal Pricing —Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to the AT&T Subsequent General Terms and Conditions. Any changes or variations in AT&T Subsequent General Terms and Conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing.

Services, locations, and/or design described herein may result in different pricing.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Mobility National Accounts LLC, an AT&T company is the proposer for itself and on behalf of its conting affiliates.

AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

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EXECUTIVE SUMMARY	1
GENERAL TERMS & CONDITIONS	7
INSTRUCTIONS TO BIDDERS	11
REQUEST FOR QUOTATION:	12
1.0 PURPOSE	12
2.0 DEFINITIONS	13
3.0 SCOPE OF WORK	15
4.0 REQUIREMENTS: ORDERING, SERVICE, SUPPORT, REPORTING AND BILLING	21
5.0 AWARD	33
6.0 CHANGES AFTER THE AWARD	34



Executive Summary

The State of West Virginia's Solution

The State of West Virginia ("State") employees increasingly rely on technology to improve job performance and service to their customers. A mobility solution set from AT&T will allow the Department of Administration, the State and your users to meet their goals of cost-effective and efficient services that contribute to increasing worker productivity.

The State can meet its goals with a wireless solution that our AT&T account team has designed for you. This custom solution will give you performance and features that support your business objectives and work effectively with your existing systems, as discovered by 95 percent of the Fortune[®] 100, 80 percent of the Fortune[®] 500 and more than 1,800 government agencies. With an unyielding commitment to provide the State real wireless business solutions that provide a true competitive advantage for your organization and employees, no other wireless provider can accommodate the needs of the State in the manner and scope as AT&T.

Our response will demonstrate that AT&T will meet or exceed your expectations and offer numerous advantages to the State such as:

- A dedicated account team focused on the State's business requirements. This
 team will be able to bring the technical and integration services of all of AT&T
 together to support the State.
- The world's largest telecommunication company. AT&T provides mobility service to virtually all of Fortune 1000 companies, all S&P 500 companies and 1,800 government agencies. The State can use AT&T's expertise, experience and knowledge to help meet or exceed your business objectives.
- The most expansive wireless coverage. AT&T has invested heavily to enhance our wireless and wired networks and supporting infrastructure. AT&T has invested more than \$9 billion for LTE spectrum purchases in the last three years.
- Mobility Applications. The AT&T Mobile Enterprise Applications Platform (AT&T MEAP) is designed expressly for organizations that want to incorporate a strategic mobile technology platform into their existing IT infrastructure. AT&T MEAP offers an open and flexible architecture that leverages your IT investments and serves as the central hub to bring together the four primary elements of a comprehensive mobile deployment: data, devices, development and management.





Benefits of Our Wireless Solution

Network

AT&T is one of the largest wireless providers in the U.S., serving customers with a broad range of wireless voice and data services. We have the nation's fastest mobile broadband network and currently serve 95.5 million wireless subscribers. We hold spectrum licenses in all 50 U.S. states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands. Our network offers you many advantages.

- Mobile Broadband Coverage—AT&T already delivers the nation's fastest mobile broadband network, and we're getting even better as we evolve to 4G speeds.
- 4G Evolution—AT&T has deployed HSPA+ to virtually 100% of our nation's fastest mobile broadband network, which enables 4G speeds when combined with enhanced backhaul. We are rapidly expanding enhanced backhaul to cell sites throughout the country. Not all 4G is created equal. AT&T is the only carrier that will offer two layers of network technology that deliver 4G speeds: HSPA+ and LTE. Our HSPA+ network, combined with enhanced

backhaul, is capable of speeds up to 4x faster than AT&T's already fast mobile broadband speeds. And we'll be evolving to even higher speeds with the rollout of our LTE network.

- International Coverage—GSM™, the global standard, is used by 3.8 billion people in more than 200 countries worldwide. Because it's the most widely used wireless technology, GSM offers you more extensive coverage around the world than any other wireless standard. AT&T has the best worldwide coverage of any U.S. carrier, with voice coverage in more than 220 countries, data roaming in more than 200 countries and mobile broadband in more than 130 countries.
- Simultaneous Voice and Data—AT&T's network is already highly evolved, giving you the power to surf the Web while talking on the phone.
- The nation's largest Wi-Fi network (based on branded and operated sites—More than 24,000 AT&T Wi-Fi Hot Spots, including locations in all 50 states, and access to more than 135,000 hot spots around the globe.

Devices

More remote connection options than any other provider







- Largest selection of mobile email and messaging devices
- Support for iPhone, BlackBerry[®], Windows Mobile[®] & Android[®] devices
- Comprehensive line of data cards, integrated notebooks, tablets, netbooks and tethered handsets
- More than 200 network-ready devices are certified on AT&T's network
- Extensive device protection and control options

Enterprise-Grade Service Delivery

- Single point of contact for account management works with the State to maintain and develop strategic technology planning throughout your organization
- Dedicated business care organization committed to delivering best-in-class national service solutions
- Enterprise technical help desk provides a team of wireless solutions experts with broad expertise to support your mobility deployments
- Project management and deployment support resources and tools that can scale to the largest data and voice wireless projects
- \$250 million invested in business-specific systems; the goal of every system is to create a superior customer experience.

Enterprise Solution Specialists

- Collaboration with your team to understand the State's unique needs
- Insight on wirelessly enabling business processes in your organization
- Practical experience in building mission critical wireless applications
- Deep knowledge of enterprise IT architecture and security options
- Hands-on project management and deployment assistance
- High-impact solutions for your organization, your employees and your citizens

Solution Design and Development Resources

AT&T gives the State access to a wide variety of resources as you envision, build and deploy your wireless solution, such as business process templates, case studies, white papers, wireless value benchmarks and ROI models, reference architectures and security best practices.





- Tap into our Data Developer Program for access to a wide network of solutions and technical expertise.
- Work with our Solution Creation Center, an innovative "lab" with vast technical resources where we can test devices and applications on the AT&T network.
- Access our online Wireless Reference Architecture for best practices information to help you maximize the potential of mobile technology.

An Ecosystem of Trusted Market Leaders

- AT&T has teamed with trusted market leaders of enterprise software and middleware providers, system integrators, original equipment manufacturers and other solution providers to provide complete wireless solutions.
- To see a full list of our providers' solutions, visit the Certified Software and Network Compatible Device listings.
- Your AT&T Account team can schedule a Wireless Strategy Workshop with your business and IT stakeholders. Together we will determine the best possibilities for wirelessly enabling your business and help plan your wireless strategy.

Best-In-Class Support

AT&T has an entire team of wireless professionals to personally address all aspects of the State's wireless usage. AT&T delivers a comprehensive suite of business solutions designed to meet the needs of state governments.

We do this by providing the State access to expertise and experience in all areas and at all levels of our organization. We provide national and international customer care support for voice and data services specifically designed to meet the needs of government organizations and large enterprises.

AT&T understands the importance of placing our best people in front of our key clients. We also understand the need to support key clients where they physically do business and where they perform their IT functions, regionally or around the globe. As a result, AT&T has established an account team structure that allows us to maximize support capabilities for you.

In addition, AT&T provides:

• Premier provisioning. AT&T's Premier Platform lets you place orders online with auto-populated contract terms for fast, accurate provisioning. The portal can be customized to meet the State's needs.





• Simplified wireless management. AT&T's Premier Platform offers wireless administrators the tools they need to be more productive, control access to wireless accounts and manage wireless costs for departments, divisions or entire organizations.

AT&T Recognized as the Leader in Wireless

AT&T Receives Frost & Sullivan Product Leadership of the Year Award for Mobile Enterprise Applications (Dallas, Texas, February 14, 2011)

AT&T received the prestigious Product Leadership of the Year Award from Frost & Sullivan for our portfolio of mobile enterprise applications. In a report summarizing the award criteria, Frost & Sullivan identified AT&T's advanced features and functionality, commitment to innovation, consistently high quality offerings and customer value enhancements as key reasons for its leadership in providing mobile enterprise applications.

According to Jeanine Sterling, senior industry analyst, Frost & Sullivan, "It is imperative that the award recipient's product portfolio directly address a range of business needs and also demonstrate a clear return on investment. We continue to be very impressed with AT&T's strategic thinking around mobile enterprise apps. They are far and away the leader in this effort, having carefully created a collection of solution alternatives that are superior to any other industry participant in the U.S. at this time."

The report goes on to commend AT&T's ability to simultaneously provide application solutions to smaller businesses as well as comprehensive platforms such as the AT&T Mobile Enterprise Application Platform (MEAP) for larger enterprises with more complex requirements. "AT&T has steadily created a selection of offerings that have alternatives for all sizes and types of businesses," Frost & Sullivan writes.

AT&T formed the Advanced Enterprise Mobility Solutions (AEMS) group in 2010 to hone its focus on delivering valuable mobility products and services to business customers. Frost & Sullivan cites the creation of AEMS as an element that has added strength to AT&T's mobile enterprise applications portfolio during the last year. Since its inception, AEMS has launched more than a dozen new products and services to enhance AT&T's enterprise mobility offerings.

Frost and Sullivan's report also mentions the fact that AT&T's mobile enterprise applications have been well-received by business customers. In 2010 surveys, Frost researchers found that 40 to 60 percent of company respondents already use one or more AT&T enterprise applications. Additionally, users ranked AT&T as the "best" brand for



certain categories of mobile applications, ahead of both other carriers and application vendors.

AT&T's leadership in the mobile enterprise applications space stems from its commitment to providing customers with high quality, high value products and services. For more information on AT&T's mobility solutions for businesses, please visit http://go-att.us/mobility.

As you review AT&T's proposal, you'll see that we understand your objectives and have the network, devices, expertise and resources to support them. We look forward to working with the State to implement your wireless solution and help you achieve your priorities and objectives.



GENERAL TERMS & CONDITIONS

REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made, in the best interest of the State of West Virginia.

AT&T Response:

AT&T has read and understands.

2. The State may accept or reject in part, or in whole, any bid.

AT&T Response:

AT&T has read and understands.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.

AT&T Response:

AT&T has read and understands.

4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.

AT&T Response:

AT&T has read and understands.

5. Payment may only be made after the delivery and acceptance of goods or services.

AT&T Response:





6. Interest may be paid for late payment in accordance with the West Virginia Code.

AT&T Response:

AT&T has read and understands.

7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.

AT&T Response:

AT&T has read and understands.

8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

AT&T Response:

AT&T has read and understands. AT&T acknowledges that in certain instances the State may be tax-exempt. AT&T will accord the proper tax-exempt status to the State's end users that properly establishes such status. Notwithstanding this tax-exempt status, the State must pay any taxes not covered by its tax-exempt status. Upon award, AT&T will request the State's tax exemption certificate.

9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.

AT&T Response:

AT&T has read and understands.

10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.

AT&T Response:



11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

AT&T Response:

AT&T has read and understands.

12. 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.

AT&T Response:

AT&T has read and understands.

13. 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.htm 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.

AT&T Response:

AT&T has read and understands.

14. 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/notice Confidentiality.pdf:

AT&T Response:





15. 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, and the West Virginia insurance Commission. 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.

AT&T Response:

AT&T has read and understands.

16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

AT&T Response:

AT&T has read and understands.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

AT&T Response:





INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations, are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

AT&T Response:





REQUEST FOR QUOTATION:

CPHONE11 STATEWIDE CONTRACT INTEGRATED CELLULAR COMMUNICATIONS

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids, to establish a statewide contract for integrated cellular communications (cellular) technology. This Contract shall extend to include state agencies, community colleges, institutions, counties, municipalities, public schools, and other local government entities.

AT&T Response:

AT&T has read and understands.

1.0 PURPOSE

The purpose of this RFQ is to request bids from responsible vendors with the intent to award a statewide contract to provide cellular communication services, accessories and equipment for use by State employees. These cellular communication services shall include the wireless transmission of voice and/or data. Cellular communication equipment, accessories, and devices are included, as well as the related warranty and support services. Cellular equipment shall include devices such as netbooks and tablets that have integrated cellular service and bundled with a cellular data plan.

Our primary goal is to leverage the State of West Virginia's buying power to ultimately reduce our overall costs, while meeting our requirements and maintaining an acceptable level of quality.

AT&T Response:





2.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Vendor": the successful bidder(s)
- B. "Manufacturer": the company who produces the equipment.
- C. "Contract": the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- E. Agency: any entity seeking goods/services under this "Contract"
- F. Cellular communications: A mobile device that uses a network of short-range transmitters located in overlapping cells throughout a region, with a central station making connections to regular lines
- G. GOOD Technology: Push e-mail and mobile device management and security products for mobile phones.
- H. Smartphone: A cellular telephone with built-in applications and Internet access. Smartphones provide digital voice service as well as text messaging, e-mail, Web browsing, still and video cameras, MP3 player, video viewing and often video calling.
- I. Roaming Geographic West Virginia, and bordering counties located in adjoining states, will be considered the "home area", or local call footprint, for all services related to this RFQ. "Roaming charges/long distance" will apply only when the user is outside of the "home area/local call footprint". Roaming is defined as the area beyond the bordering counties in adjoining states within the continental United States.

AT&T Response:





2.1 BACKGROUND

The State of WV presently utilizes approximately 4900 cellular telephones, with air-time usage of approximately 21 million minutes annually, and approximately 1400 data devices (Good technology, MS Windows, RIM Blackberry and similar data devices).

AT&T Response:



3.0 SCOPE OF WORK

The vendor will provide an equipment package that shall include a handset (choice 3.1 of candy bar or flip phone style), AC power adapter/charger, battery, user manual and related maintenance and support services provided by the manufacturer's warranty.

AT&T Response:

AT&T has read and understands. Please see Cost Sheet #1 for further details.

Equipment package handsets shall include vibrate functionality and E911 3.2 compatibility.

AT&T Response:

- 3.3 The following service features shall be standard and will be included at no additional charge:
 - 3.3.1 Unlimited mobile to mobile (within Vendor's network)
 - 3.3.2 Unlimited nights and weekends
 - 3.3.3 Call Waiting
 - 3.3.4 Three-way Calling
 - 3.3.5 Call Forwarding
 - 3.3.6 No Answer Transfer/Busy Transfer
 - 3.3.7 Voicemail with Message Indicator
 - 3.3.8 Caller ID
 - 3.3.9 Basic Text Messaging
 - 3.3.10 State-wide service with no roaming charges or long distance fees within West Virginia and the bordering counties of adjoining states.





AT&T Response:

AT&T has read and understands.

Basic Text Messaging capability is included with AT&T wireless service. Please see Cost Sheet #2 for further details.

Nationwide long distance and roaming capabilities are included with AT&T wireless service although additional charges may apply.

3.4 Vendor shall activate service on new equipment within 72 hours of request or shipping.

AT&T Response:

You can order AT&T wireless services in several ways.

The Premier Ordering Portal[®] is a 24/7 web-based service. This portal is the most popular and convenient option to submit and review single or bulk orders. Your account team can request a Premier site for the State and will provide you with a URL, login and password.

The State can call also our National Business Ordering (NBO) service center toll-free (888-444-4410) Monday through Friday, 8 a.m. to 8 p.m. Eastern Time. An NBO orderprocessing specialist can assist you with new orders, migrations, upgrades, accessories and returns/exchanges within 30 days and check status of orders.

To order new service via the NBO, you must provide

- Foundation account number (FAN)
- Password on the account (if applicable)
- Equipment model and accessories you want to order
- Rate plan user-defined label field information (if applicable)
- Billing account number (BAN) if you want to bill to an existing billing account
- Bill-to address and ship-to address
- End-user name and address
- Payment method

Additionally, your AT&T account representative can process small, regional orders and help you access any additional resources that you need.





The timeframes that apply when you order wireless services online from AT&T depend on your request.

You can submit wireless service orders online via the Premier Enterprise Portal. Once you complete an order in the portal, we direct it to the appropriate group for action.

Depending on the action you request, you can expect us to complete your order in these timeframes:

- Equipment/Service Order Processing—We process complete orders that you place by 3:00 pm Central Time on the same day. You can expect shipping delivery in three to five days (to allow for any delays on the backend).
- Local Number Portability (LNP) Order Processing—Port requests can take up to 10 days, depending on the completeness of information in the request. We often process associated equipment orders before the port order completes. You can expect shipping delivery in three to five days (to allow for any delays on the backend).
- Subscriber Changes—We process single-subscriber change requests within one business day. We complete small multi-line requests within three business days and large multi-line requests within 10 business days. Generally, you will see charges reflected on the next monthly invoice.
- Service Disconnects and Restorations—We process requests to suspend and cancel service within two business days (except for end-of-bill cycle cancellations).
- 3.5 Vendor shall provide the following services at no additional cost. This list is not meant to be all inclusive and vendors may, at their discretion, add other services.
 - 3.5.1 Upgrades or downgrades to service plans as needed, with no limits.

AT&T Response:

AT&T has read and understands.

3.5.2 Cancellation of service without early termination fees;

AT&T Response:





3.5.3 Provide Local Number Portability with no penalty.

AT&T Response:

AT&T has read and understands.

We follow a multi-step process to port numbers to AT&T's wireless services.

Our process employs systems we developed to meet the telecommunications industry's "Wireless Intercarrier Communications Interface Specifications for Local Number Portability." Other carriers also follow these same specifications. This helps coordinate service provider activities.

In addition, we actively participate in the industry LNP working groups and test efforts between carriers. We use our own Porting Administration Group and Intercarrier Relations Management Teams to proactively address porting issues with other carriers.

Generally, our LNP process follows these steps

- We confirm that your phone number is eligible for porting and ask you to supply information about your existing account exactly as it appears in your current carrier's records.
- We submit a porting request to your current carrier.
- Your current carrier verifies the information to confirm it is accurate and the number is eligible for porting; requesting additional information if the information provided does not exactly match its billing records.
- Your current carrier ports your number to AT&T.
- Your previous carrier ports your number to AT&T.
- The NPAC sends a message to all carriers (including a re-confirmation to AT&T) saying that the transfer is effective.
- Your previous carrier disconnects your service.
- You can send and receive calls on your phone.
- At least on device should come equipped with one or more of the following 3.6 features:
 - Bluetooth turned off, as the default setting 3.6.1
 - 3.6.2 Camera





- 3.6.3 GPS integrated
- 3.6.4 Hands-Free capable
- 3.6.5 Speakerphone
- 3.6.6 Wi-Fi

AT&T Response:

AT&T has read and understands. AT&T offers a comprehensive lineup of wireless devices, including the largest selection of mobile email and messaging devices. At least one device shall come equipped with one or more of the features listed above.

The successful vendor(s) shall be available to meet with the Office of Technology 3.7 on a regular basis (monthly or quarterly, at the State's discretion) to discuss the utilization of this contract and any relevant issues.

AT&T Response:

AT&T has read and understands. Your account team will meet with the Office of Technology on a regular basis to discuss the utilization of this contract and any relevant issues.

DATA SERVICES

Vendor shall provide "air cards" that allow for cellular data services for laptop 3.8.1 or notebook computers.

AT&T Response:

- When agency acquires data services, the vendor shall provide the following features at no additional charge:
 - **Unlimited Data**
 - Unlimited Text Messages



AT&T Response:

AT&T has read and understands. AT&T has provided Smartphone bundles which include Unlimited Data and Unlimited Text Messages.

3.8.3 Data services that are required by the State shall include Internet access and e-mail utilizing integrated cellular handheld devices and non-standard cellular telephones. The requested data services shall be able to access e-mail service from the providing vendor or interface with the State's Microsoft Exchange e-mail system.

AT&T Response:

AT&T has read and understands.

- 3.8.4 The vendor must support at least one of the following mobile operating systems:
 - GOOD technology supported devices
 - MS Windows Activesync
 - RIM Blackberry

Integrated cellular equipment provided under this contract shall include such items as netbooks and tablets that have integrated cellular service.

AT&T Response:

AT&T has read and understands. AT&T supports all of the mobile operating systems listed above and offers integrated devices such as netbooks and tablets.





4.0 REQUIREMENTS: ORDERING, SERVICE, SUPPORT, REPORTING AND BILLING

ORDERING 4.1

Agencies shall prepare a written state contract order form WV-39 and submit to Office of Technology contract administrator for approval at WVOT.CELL@WV.GOV. Each WV-39 should clearly denote the quantity and commodity/commodities to be purchased.

AT&T Response:

AT&T has read and understands.

4.1.2 If approved by the contract administrator the Agency will receive said approval via email.

AT&T Response:

AT&T has read and understands.

Once the contract administrator approves the order the administrator submits the WV-39 created by the Agency to the Vendor for the approved commodity/commodities covered by this contract.

AT&T Response:

AT&T has read and understands.

The Vendor(s) shall provide activation of new service, or portability services at no additional charge.

AT&T Response:





4.2 SUPPORT

4.2.1 Vendor(s) shall provide a toll-free support number coverage 24x7x365, staffed by technical personnel, to answer any service-related questions, including, but not limited to: parts, service, and administrative support.

AT&T Response:

AT&T has read and understands.

For AT&T's wireless services, we provide several dedicated support groups to help you order products and services or troubleshoot issues.

These groups include

- End User Care (EUC)—supports users with their active wireless service; (800) 331-0500
- National Business Ordering (NBO)—processes and fulfills orders and provisioning requests; (888) 444-4410
- National Business Services (NBS)—elite, dedicated customer services team provides post-sales support to Authorized Order Placers (customer key contacts, program administrators and telecom managers) of large Government/Enterprise customers
 - Provides post-sales support to key contacts, such as program managers and telecom managers of enterprise accounts
 - Representatives are trained in the use of all necessary business systems and have specialized business tools to process bulk changes, etc.
 - Representatives assist key contacts with overall wireless program management, including: device/accessory ordering, billing/reporting product support, billing inquiries/issues, payment processing, account and service level changes, such as rate plans, features, etc. (single transactions and bulk changes), equipment troubleshooting and upgrades, network troubleshooting, warranty exchange support, and general service information.
 - Available Monday through Friday 8AM to 8:30PM EST
 - 0 (888) 999-5445
- Mobility Enterprise Customer Maintenance Center (MECMC)—provides technical expertise to support your IT personnel, help desk teams, and telecom managers; (888) 334-3787 plus 5-digit PIN





This special technical support team dedicates its time to the needs of your telecommunication managers and help desk personnel. The team troubleshoots voice and data services issues 24 hours a day, seven days a week.

Your IT personnel can call our MECMC team directly via a toll-free number, 888-334-3787, plus a five-digit PIN. (End users should escalate to your internal IT department.) Our MECMC issues tickets as necessary, tracks them, and proactively communicates status to your AT&T account team until it solves the issue.

• International Wireless Care team—provides support when you roam internationally or if you have specific international roaming questions

We ensure the members of these groups receive extensive and ongoing training on technologies, devices, and service offerings.

4.2.2 The Vendor shall repair or replacement of any malfunctioning units, must be with equipment equal to, or better than, the original unit.

AT&T Response:

With AT&T's wireless services, we replace eligible defective equipment via our warranty exchange process. AT&T's warranty service program supports customers who are experiencing a device defect with their devices from 30 days to 12 months of the first use date or 90 days for refurbished devices. Warranty replacements are reconditioned handsets that are like-new quality. These phones have no defects and AT&T's service providers have certified them.

Our warranty exchange program allows you to replace defective equipment rather than repair it. This generally produces less user downtime than repair and requires minimal coordination effort for IT or asset managers.

The warranty exchange group assists you in exchanging defective equipment for a warranty phone. You should call the warranty exchange group from a landline phone and have the cellular equipment in question available for troubleshooting.

If your equipment is no longer under warranty, or you prefer to have the equipment repaired, we can assist you in the purchase of a new device, or you can contact the manufacturer for authorized repair centers in your area. Please note that some manufacturers decline to repair devices while in the warranty period and require you accept a new replacement device.



If requested by the State, vendor(s) shall provide free replacement of standard 4.2.3 (basic) telephones and cellular data cards at the end of the devices' normal life cycle as mutually agreed upon by the vendor and the State.

AT&T Response:

AT&T will provide equipment upgrades with the equipment identified in [Cost Sheet #1] (the "Upgrade Equipment") for the State's CRUs currently on active service for at least twelve (12) months. The State's CRUs must be on active AT&T Service for an additional twelve (12) months prior to upgrading a second time.

Upgrade Equipment Price. Subject to availability, AT&T will provide the Upgrade Equipment at the prices identified in [Cost Sheet #1] to the State's CRUs with respect to numbers provisioned from AT&T markets. AT&T will only ship such devices with active service. No rebates or promotions apply.

If vendor(s) implements technologies that render the State's voice or data devices inoperable, or otherwise non-functional, vendor(s) will provide replacement devices free of charge prior to the new services becoming available.

AT&T Response:

AT&T has read and understands.

REPORTING 4.3

Vendor(s) shall furnish monthly availability and reliability statistics to the West Virginia Office of Technology for West Virginia's "home area". This must include the percentage of time the network was not 100% available in the home area and the percentage of dropped calls in home area per user. The report should be in Excel format.

AT&T Response:

With AT&T's wireless services, we can provide various network performance reports via the Premier Enterprise Portal®.

Premier Enterprise Portal gives you online access to reports that record our wireless service performance as it relates to performance objectives. We measure latency and





throughput separately for our Enhanced Data rates for GSM Evolution (EDGE) and highspeed packet access (HSPA) networks.

Our measurements include

- Data network accessibility—a measure of the ability of user devices to successfully establish data sessions on AT&T's network
- Voice network accessibility—a measure of our network's ability to successfully detect and establish voice calls
- Voice network retainability—a measure of our network's ability to maintain voice calls until users terminate them
- Network latency (EDGE)—the average ping round trip time from a wireless device to a server beyond the AT&T network, not including the public Internet
- Network latency (HSDPA/HSUPA)—the average ping round trip time from a wireless device to a server on the public Internet
- Average throughput (EDGE)—the average download data transfer speed, in kilobits per second, for customers using EDGE devices
- Average throughput (HSDPA)—the average download data transfer speed, in kilobits per second, for customers using an HSDPA-capable device
- Average throughput (HSUPA)—the average upload data transfer speed, in kilobits per second, for customers using an HSUPA-capable device

In addition, we measure and report the

- Message waiting indicator (MWI) delivery success rate—the percentage of MWI
 notices that we deliver to voice mail recipients after successful deposit of a voice
 mail message
- Short messaging service (SMS) success rate—the percentage of SMS messages
 that users successfully send to our network and that the network sends back to the
 GSM device

For AT&T's wireless services, we are unable to share our call counts for attempted, dropped and completed calls.

While we track and record this information as part of our overall commitment to network integrity, we consider the exact figures proprietary. However, it may be helpful to know that we have a 99.999 percent rating for network availability and a 99.5 percent rating for radio access availability.



Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the State. There shall not be any additional charge or commitment for moving a user into a more appropriate plan. Optimization recommendations must be communicated through a quarterly report. The State will use this information for evaluating the State's cell phone usage, as provided by the vendor.

AT&T Response:

AT&T has read and understands.

4.3.3 Vendor(s) shall provide to the state an additional monthly report that shows total minutes of usage by billed telephone number (BTN), in addition to billing the user agencies.

AT&T Response:

The State has access to these reports via the Premier portal.

BILLING 4.4

State Agencies shall have the ability to change rate plans on a particular line without any fee or charge to the agency.

AT&T Response:

AT&T has read and understands. State Agencies have the ability to make rate plan changes via the Premier portal.

- 4.4.2 It will be the responsibility of the successful vendor(s) to bill the individual spending units based on their individual requirements. Options may include:
 - A separate bill per service line requested
 - Aggregate billing by agency geographic location
 - Aggregate billing for the spending unit (Time aggregation would only be expected at the aggregated bill level and not across spending units.)

AT&T Response:





- 4.4.3 This billing shall be provided in a pre-approved format, as agreed upon by both the vendor(s) and the State. These bills will be delivered to the State on a pre-arranged delivery date, mutually agreed upon by the State and the vendor(s). Billing at a minimum should detail, for each line active on that bill, the following:
 - User Name
 - *Cellular Number
 - Office (landline) Number
 - Supervisor's Name
 - Supervisor's Office (landline) Number
 - Department
 - *Agency Name
 - Unit Name
 - Org. Number
 - *Bill to address
 - Plan level
 - *Date and time of call or data transaction
 - *Number called
 - *Duration of call or size of data transmission
 - *Cost of call or data transmission
 - *Overage charges, if applicable
 - *Fees

AT&T Response:

For AT&T's wireless services, the State can use our Premier Enterprise Portal[®] for secure online access to eBill, a free billing tool that provides group or organization-wide usage and trend reports, which can help you manage your wireless program costs.

eBill services include detailed monthly invoices, bill analysis tools and reports that you can use to sort information by user, account name/number, cost center and invoice date(s). In addition, you get access to near real-time reports of current charges.

AT&T can provide the mandatory billing details listed above.

Our Premier Enterprise Portal[®] eBill online tool provides user level call detail as a standard bill format. The eBill tool also provides various other optional billing report formats and details.



^{*}Denotes mandatory detail



For each billing period, we give you

- Wireless usage detail
- Wireless device detail
- Monthly charges
- Call detail
- Service outage credits
- Discount information

We also provide detail on

- Adjustments and credits
- Taxes
- Equipment orders
- Unused wireless devices
- Updates to account codes and reporting
- Specified wireless devices or groups of wireless devices

For AT&T's wireless services, we use a 30-day billing cycle. Your cycle start and stop dates depend on several factors, including when we begin your service or make changes to your rate plan.

The State of WV will not pay activation fees, disconnection fees, early termination fees, upgrade fees, or roaming fees, within the designated "home area," as part of this contract.

AT&T Response:

AT&T has read and understands.

Vendor(s) must include, per telephone number and/or IP address, all fees 4.4.8 (USF, Administrative Fees, etc.) listed separately, as part of the base monthly rate. These fees must be specifically identified in the vendor(s)' response. The state cannot pay any tax, fee or surcharge that is not specifically mentioned as part of the contract or is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.





AT&T Response:

Both non-recurring and monthly recurring charges are associated with AT&T's wireless services.

Non-recurring charges vary from month to month. They include but are not limited to the following:

- Equipment purchase
- Cancellation (if applicable)
- Roaming and long distance charges (depending on your plan)
- Voice and data usage charges (depending on your plan)
- International calling
- Directory assistance

Monthly recurring charges include the following:

- Monthly access charges
- Additional feature charges (e.g., wireless access point charges or short message service for text)
- Insurance charges (if applicable)
- Fixed voice and data charges (depending on your plan)
- State and federal taxes and charges
- Regulatory Cost Recovery Charge

Please see below for further details regarding additional charges.

The amounts shown below are based on the highest fee/surcharge rates assessed in your state; your actual fees/surcharges may be less.

- Regulatory Cost Recovery Charge: \$1.09
- Federal Universal Service Fund: 14.4%
- State 911 Fee: \$3.00

Regulatory Cost Recovery Charge

The Regulatory Cost Recovery Charge is a charge assessed by AT&T associated with payment of government imposed fees and to recover the costs of compliance with government imposed regulatory requirements. It may include costs incurred in prior years that are not yet fully recovered. It is not a tax or charge which the government requires





AT&T to collect from its customers. This charge is subject to change from time to time as the cost of compliance changes.

Components of the Regulatory Cost Recovery Charge

This charge is composed of the following elements:

Federal Regulatory Fee

This component is designed to recover the annual fee imposed on AT&T by the Federal Communications Commission (FCC); this fee is assessed by the FCC on each of the entities it regulates.

Telecommunications Relay Service (TRS)

This component is designed to recover the contributions that AT&T is required to make into the Federal TRS fund. This fund is designed to assist hearing and speech impaired persons with making and receiving messages.

Wireless Number Portability and Number Pooling

This component is designed to recover the costs associated with the federal mandates of number portability and number pooling:

Wireless Local Number Portability (WLNP)

This enables customers to keep their wireless telephone numbers when they switch wireless service providers.

Number Pooling

This is a telephone number conservation method that helps to delay area code exhaust situations.

Enhanced 911 (E911)

This component is designed to recover the costs in certain states where E911 cost recovery for wireless carriers does not exist or exists in a fashion that only provides partial recovery of E911-related costs. These E911 costs relate to government mandates requiring wireless carriers to deploy advanced technology to help emergency response agencies to better determine the location of the customer calling 9-1-1.

Wireless Tower Mandates Costs

This component is designed to recover certain costs incurred by AT&T to comply with the additional administrative requirements associated with regulations relating to wireless



towers, including regulations imposed by the National Environmental Protection Act, Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, Endangered Species Act, and the Emergency Planning and Community Right to Know Act. This charge also recovers certain costs associated with regulations relating to historic properties impact studies, antenna registration, and costs incurred to comply with requirements related to the inspection of marked and lighted cell towers.

State Area Code Relief Costs

This component is designed to recover certain costs incurred by AT&T to comply with mandated geographic splits to implement new area codes in areas where an existing area code is close to number exhaustion.

Customer Proprietary Network Information (CPNI) Notification Costs

This component is designed to recover costs incurred by AT&T to comply with FCC CPNI notice requirements.

Network Outage Reporting Costs

This component is designed to recover certain costs incurred by AT&T to comply with FCC-mandated network outage reporting requirements.

State Commission Annual Reporting Costs (Applies only in IN, KY, LA, NM, OH, VA, WI, WV, WY

This component is designed to recover certain costs incurred by AT&T to comply with state-mandated annual reports and filings required to be filed with the state utility commission or other state governmental entities.

Gross Receipts Surcharge (Missouri Only)

This component is designed to cover costs incurred and payments made by AT&T Mobility to settle claims related to past gross receipts taxes claimed by certain municipalities applicable to Missouri customers who are also billed a Municipal Gross Receipts Surcharge.

Puerto Rico Regulatory Fee (Puerto Rico Only)

This component is designed to recover the intra-island fee imposed on AT&T by the Puerto Rico Telecommunication Regulatory Board (PRTRB); this fee is assessed by the PRTRB on Telecom Service Revenue.





Federal Universal Service Fund Fee

The Federal USF, created by the federal government, is designed to help ensure first-class, affordable telecommunications service for all consumers across the country, especially residents in high cost rural communities and low-income customers. Additionally, the Federal USF provides for discounted telecommunications services for schools, libraries and rural health-care facilities. All telecommunications providers are required to pay into the Federal USF, and their contributions may be recovered from customers.

State 911 Fee

A charge imposed on each subscriber to fund and finance the maintenance and operation of a 911 emergency communication system.

The State's monthly bill clearly identifies your charges.

In addition, please see Cost Sheet #5.



5.0 Award

This contract may consist of awards to multiple vendor(s) required to cover all 5.1 features as described in the RFQ and all geographic areas of West Virginia in which the State needs service. The vendor(s) is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the vendor(s) to be the sole point of contact with regard to all contractual matters. The vendor(s) may enter into written subcontracts for performance of work under the contract; however, the vendor(s) is totally responsible for payment of all subcontractors.

AT&T Response:

AT&T has read and understands.

5.2 Inter-State Agreements The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), or GSA pricing schedule, to purchase equipment and service, outside of the terms and conditions of any contract resulting from an award of this RFQ.

AT&T Response:

AT&T has read and understands.

Separate and Independent Government Agreements 5.3 The Vendor(s) may make the products and services requested in this RFQ available to county and local municipalities, as well as any other official boards and commissions deemed eligible as legitimate, governmental entities. If the Vendor(s) exercises this option, the State will not be liable for billing, management or any other services related to these separate, independent agreements.

AT&T Response:





6.0 CHANGES AFTER THE AWARD

Due to continuing evolution of cellular technology and constant changes in each vendor's capabilities, the winning vendor(s) will have the opportunity to present the Chief Technology Officer information about new products, new services and new coverage areas offered for the State's consideration as well as proposed pricing. The Office of Technology will do an analysis of each proposal to ensure the products and services offered continue to meet the State's needs in a cost-effective manner. The Office of Technology will also compare these offerings with offerings available in the marketplace to ensure that the proposal is competitive, reasonable and proven. Only vendor(s) awarded contracts from the original RFQ may participate in this upgrade of the State's integrated cellular services. If the proposed change is accepted by the Office of Technology, they must be processed through and approved as a change order by the Purchasing Division.

AT&T Response:



AT&T Subsequent General Terms and Conditions

AT&T Subsequent Terms and Conditions ("Supplement" or "Agreement"), sets forth the terms that apply to the State of West Virginia ("Customer" or "State") and AT&T with respect to the State of West Virginia Department of Administration's Request for Quotation #CPHONE11 for Cellular Phone Service (the "RFQ"). AT&T respectfully request that this Agreement/Supplement which sets forth the specific terms and conditions associated with the services proposed by AT&T in response to the RFQ, be included as a Supplement to the Request for Quotation (RFQ) #CPHONE11 for Cellular Phone Service.

This Agreement/Supplement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under the RFQ, including any Attachments, Optional Programs attached to or referencing this Supplement ("Services"). Other Services may be provided by signing additional Attachments. AT&T's standard wireless service offerings are described in other documents identified in this Supplement.

AT&T will provide the Services to Customer and its End Users in accordance with this Supplement.

Notwithstanding any provision in the Supplement or in any Attachment, End Users may receive the Services as Corporate Responsibility Users (CRU) only. The Services are subject to the AUP. AT&T will provide the Services to Customer and its End Users in accordance with this Supplement.

1. Service.

- 1.1 AT&T Markets. Service is available for purchase only in AT&T Markets, as may be modified by AT&T from time to time.
- 1.2 Availability/Interruption. Service will be available only within the operating range of each Carrier's wireless system in AT&T Markets and where roaming is available through other carriers (each, a "Service Area"). AT&T may from time to time add or delete Service Areas, and AT&T may terminate Service to Customer's CRU(s) in any such deleted Service Area. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, AT&T does not guarantee Customer uninterrupted Service. Unless prohibited by law, Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. AT&T may block access to certain categories of numbers (e.g., 976, 900 and international destinations) at its sole discretion. In addition, AT&T may interrupt or terminate Service without notice: (a) for any conduct that AT&T believes violates this Agreement or any terms and conditions of Customer's Plan; (b) if Customer's representative or CRU behaves in an abusive, derogatory, or similarly unreasonable manner with any of AT&T's representatives; (c) for Customer's nonpayment of charges, provision of inaccurate credit information, and/or refusal to pay any requested advance payment or deposit when AT&T believes that Customer's credit has deteriorated; or (d) if AT&T has reasonable cause to believe that Customer's Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect the Service, AT&T's owned network or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by other customers, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk or a violation of privacy.
- 2. Plans; Sales Information. Customer may choose from Voice Service and Wireless Data Service. The pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer selected when Service is activated or changed. End Users must qualify for the chosen Service. If End Users lose their eligibility for a particular Plan, AT&T may change their Plan to one for which they qualify.

Customer is subject to the terms and conditions set forth in the Enterprise Customers: Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms, as well as applicable product-specific pricing and/or additional product-specific terms and conditions set forth in (i) separate product briefs and rate brochures, (ii) at att.com/abs-addtl-terms or wireless.att.com/businesscenter (or such other site that AT&T may designate), and/or (iii) in other AT&T marketing materials. Such Enterprise Customers: Additional Service and Equipment Related Terms and other online and printed product materials are referred to collectively in the Agreement as "Sales Information" and incorporated herein by reference. Customer can contact its AT&T representative for copies of the Sales Information. Service (including without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or Service Areas) is subject to change without notice. Any provisions in the terms and conditions governing the Plan, feature, promotion or other offer which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Agreement.

- 3. Equipment. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. Customer is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when CRUs are traveling internationally with Customer's Equipment.
- 3.1 Shipping, Title and Risk of Loss. Subject to availability, and AT&T's receipt of complete order information, AT&T will ship Equipment ordered by Customer and/or its End Users to the address specified in the order within two (2) to five (5) business days of AT&T's receipt of the order. Title and risk of loss will pass to Customer upon delivery of the Equipment to the address specified in the order.4.1 Service and Equipment. Customer will follow the policies and processes established by AT&T to purchase, activate, migrate, terminate, or otherwise modify a Service, including without limitation AT&T Mobile Services and Equipment, as may be modified from time to time. AT&T may reasonably rely on the authority of any person who executes an order on Customer's behalf.
- 4. Supplemental Services. Contingent upon third parties accepting the State of West Virginia General Terms & Conditions, AT&T may also make available to Customer certain services, features or software applications provided by third parties ("Supplemental Services"), which the third parties have authorized AT&T to resell to Customer and distribute to Customer, or provide Customer with instructions to obtain, the third party's end user license agreement ("EULA") and associated warranties and/or maintenance service terms, if any. Available Supplemental Services are listed at att.com/abs-addtl-terms, as modified by AT&T from time to time, and may include, without limitation, products that enable fleet tracking, mobile productivity, or workforce automation and/or messaging, email, email forwarding or other server software-based services. Customer acknowledges that (a) Customer is subject to the rates, terms and conditions set forth in the applicable Sales Information for the Supplemental Services selected by Customer and/or its CRUs, as such rates, terms and conditions may be modified by AT&T from time to time, all of which are contingent upon third parties accepting the State of West Virginia General Terms & Conditions, and (b) Customer is also subject to the third party's EULA and other terms and conditions for any Supplemental Services selected by Customer and/or its CRU. Supplemental Services are subject to change without notice.

5. Payment and Charges.

- **5.1 Payment.** Customer must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, activation, optional feature charges, license fees, toll, collect call and directory assistance charges, Equipment, Supplemental Services, and any other charges or calls billed to a CRU's phone number. Customer may be billed for multiple types of usage simultaneously. Customer must also pay applicable taxes and governmental fees (regardless of whether they are imposed on Customer, a CRU, AT&T or a Carrier), administrative and late payment fees, restoral and reactivation charges, and any Other Monthly Charges (as defined below). Payment is due upon receipt of the invoice.
 - **5.1.1 Other Monthly Charges.** In addition to the monthly cost of the Plan and any selected features, AT&T imposes the following charges: (a) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed

by state and federal telecom regulations, (b) a gross receipts surcharge, (c) state and federal universal service charges, and (d) other governmental assessments on AT&T. These fees are not taxes or government-required charges. Customer understands and agrees that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon Customer, may be increased based upon the government's or AT&T's calculations.

- **5.2** Charges. Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if Service is terminated on other than the last day of the applicable billing cycle. All data and messaging allowances must be used in the billing period in which the allowance is provided. Billing of usage for calls, messages, data or other services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from Anytime monthly minutes or other Service allotments for the month when the usage is actually billed, and may result in additional charges for that month.
- 5.2.1 Voice Service Charges. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with AT&T's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by AT&T's facilities and the call disconnect signal has been confirmed.
- 5.2.2 Wireless Data Service Charges. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. Customer is responsible for all Wireless Data Service usage sent through AT&T's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. If Customer or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Usage on networks not owned by AT&T is limited as provided in Customer's Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on AT&T's wireless network and the wireless networks of other companies with which AT&T has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.
- **5.3 Software.** Any software licensed separately by AT&T to Customer and/or its CRUs for use with the Service will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software. For the avoidance of doubt, software

referred to herein does not include Software (as defined in the Enterprise Customers: Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms) or any Supplemental Service.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

6.1 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND INFORMATION. AT&T DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. AT&T IS NOT THE MANUFACTURER OF EQUIPMENT PURCHASED BY OR PROVIDED TO CUSTOMER IN CONNECTION WITH USE OF THE SERVICE.

6.2 Limitation of Liability.

(a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS IN THE SERVICE THAT LAST MORE THAN TWENTY-FOUR (24) HOURS, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL IN NO EVENT EXCEED THE RECURRING SERVICE CHARGES FOR THE PERIOD DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURS AND CONTINUES. IN NO EVENT SHALL AT&T BE LIABLE TO CUSTOMER FOR ANY DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS THAT LAST LESS THAN TWENTY FOUR (24) HOURS.

(b) §7.2(a) WILL NOT APPLY TO:

- (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
- (ii) BREACH OF §12 (Publicity and Advertising) OR §13.6 (Confidential Information); OR
- (iii) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (c) NEITHER AT&T NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.
- 6.3 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICE WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, END USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK, OR SYSTEMS.
- **6.4** Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of AT&T,

Customer and their respective Affiliates, employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this §7 will survive failure of any exclusive remedies provided in this Agreement.

8. Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

9. Use of Service.

- **9.1 Changes to Numbers.** Except as otherwise provided by law, Customer has no property rights to any Number and AT&T may change any such Number.
- 9.2 Fraud Prohibited. Customer and its respective CRUs and IRUs (if applicable) will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. Customer is responsible for all charges incurred until Customer or its CRU reports the theft or loss to AT&T
- 9.3 Acceptable Use; Restrictions Regarding Service. All use of AT&T's wireless network and Service is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information.
- **9.4 Ownership.** AT&T owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by AT&T in the provision of Service to AT&T customers. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require AT&T to maintain control over any transmitting device that operates within AT&T's assigned frequencies. Neither Customer nor any of its Affiliates may install any amplifier, enhancer, repeater or other device or system on AT&T's wireless network or frequencies without AT&T's prior written approval.
- 9.5 Content. Customer is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of AT&T's systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of AT&T's systems ("Content"). Customer has sole responsibility for any losses resulting from Customer's or CRUs' downloading, access to, or use of any third-party Content, or from Customer's or CRUs' access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, AT&T may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act.
- 9.6 Customer's Notices to End Users. Customer will advise all its End Users that they must read all collateral materials concerning Service and use of the Equipment, including, without limitation, any additional printed materials and consumer information reasonably requested by AT&T from time to time. Customer agrees to provide its respective CRUs' Place of Primary Use ("PPU") when ordering Service on behalf of such person(s). If a CRU doesn't provide AT&T with a PPU, or if it falls outside AT&T's licensed Service Area, AT&T may reasonably designate a PPU within the licensed Service Area for such CRU. Each CRU must live and have a mailing address within AT&T's owned network coverage area.
- 9.7 Location-Based Services. AT&T collects information about the approximate location of Equipment in relation to AT&T's cell towers and the Global Positioning System ("GPS"). AT&T uses that

information, as well as other usage and performance information also obtained from AT&T's network and the Equipment, to provide Voice Services and Wireless Data Services and to maintain and improve AT&T's network and the quality of customers' wireless experience. AT&T may also use location information to create aggregate data from which End Users' personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. It is Customer's responsibility to notify all CRUs on Customer's account that AT&T may collect and use location information from their Equipment. The Equipment is also capable of purchasing and using optional goods, content and services (at Customer's request or the request of a CRU on Customer's account) offered by AT&T or third parties that make use of the Equipment's location information ("Location-Based Services"). Customer should review, and will advise all of its CRUs to 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. Customer and its CRUs may refer to AT&T's privacy policy at att.com/privacy for additional details

- 9.8 AT&T 411 Info. AT&T's directory assistance service (411) may use the location of Equipment to deliver relevant customized 411 information based upon an End User's request for a listing or other 411 service. Customer understands, and will advise all of its CRUs, that by using this directory assistance service, the CRU is consenting to AT&T's use of the CRU's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Customer and its CRUs may refer to AT&T's privacy policy at att.com/privacy for additional details.
- 9.9 American Recovery and Reinvestment Act. In the event that Customer uses any funds appropriated under the ARRA to pay for any Services provided under this Agreement, the parties acknowledge that AT&T will be acting as a vendor (as that term is used in the regulations implementing ARRA) when providing such Services. Unless otherwise specified in writing, AT&T will have no obligations other than those required of a vendor.

10. Miscellaneous.

- 10.1 Compliance with Laws. AT&T and Customer agree to comply with all applicable federal, state and local laws and regulations in the performance of their respective obligations under this Agreement.
- **10.2 Entire Agreement.** Any change, modification or waiver of any of the terms and conditions of the Agreement will not be binding unless made in a writing manually signed by both parties.
- 10.3 Governing Law. This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the State of West Virginia. Where Service terms and conditions are regulated by a state agency or the FCC, the applicable regulations are available for inspection. If there is any inconsistency between the Agreement and those regulations, this Agreement will be deemed amended as necessary to conform to such regulations.
- **10.4 Severability.** If any portion of this Agreement is found to be unenforceable, the remaining portions will remain in effect and the parties will begin negotiations for a replacement of the invalid or unenforceable portion.
- 10.5 Survival. The terms and provisions of this Agreement which by their nature require performance by either party after the termination or expiration of this Agreement, including, but not limited to, limitations of liability, exclusions of damages, and indemnities, will be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.
- **10.6 Third Party Beneficiaries.** Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

- 10.7 No Waiver. Neither the acceptance by AT&T of any payment, partial payment or any other performance by Customer, nor any act or failure of AT&T to act or to exercise any rights, remedies or options in any one or more instances will be deemed a waiver of any such right, remedy or option or of any breach or default by Customer then existing or thereafter arising. No claimed waiver by AT&T of any rights, remedies or options will be binding unless the same is in a writing signed by AT&T.
- 10.8 Remedies Nonexclusive. Except where otherwise expressly provided, no remedy conferred upon either party in the Agreement is intended, nor shall it be construed, to be exclusive of any other remedy provided in the Agreement or as allowed by law or in equity; rather, all such remedies shall be cumulative.

CPHONE11

COST SHEET 1 (of 5)

	Unit Cost
Equipment Package 1	
Equipment Package 2	
Equipment Package 3	
Equipment Package 4	

Equipment package - cost of handset, AC Power Adapter/Charger, Battery and User Manual and related maintenance and support services provided by the manufacturer's warranty. Please add additional packages as necessary.

Device Name	SKU#	BMG 2 Yr	BMG Early Upgrade	
		700.00	Opgrade	
32GB iPad with Wi-Fi + 3G	68082	529.00		When activated with an eligible iPad Plan
AT&T Mobile Hotspot MiFi(R) 2372 (micr	65243	99.99		When activated with an eligible Mi-Fi Plan
AT&T USBConnect Shockwave 4G	65200	99.99		When activated with an eligible Dataconnect Plan
AT&T Mobile Hotspot MIFi® Momenum	65260	119.99		When activated with an eligible Mi-Fi Plan
AT&T Momentum 4G	65256	99.99		When activated with an eligible Dataconnect Plan
Acer Iconia	65297	529.00		When activated with an eligible Dataconnect Plan
Acer(R) Aspire One AO532h	69150	139.99	499.99	When activated with an eligible Dataconnect Plan
Apple iPad 2 with Wi-Fi + 3G (16GB)	68101	629.00		When activated with an eligible iPad Plan
Apple iPad 2 with Wi-Fi + 3G (32GB)	68102	729.00		When activated with an eligible iPad Plan
Apple iPad 2 with Wi-Fi + 3G (64GB)	68104	829.00		When activated with an eligible iPad Plan
BlackBerry (R) Bold (TM) 9700	65062	299.99	749.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
BlackBerry(R) Bold(TM) 9000 (Non Came	65026	299.99	749.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
BlackBerry(R) Curve(TM) 3G (9300)	65207	129.99	479.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
BlackBerry(R) Curve(TM) 8900	65014	249.99	629.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
BlackBerry(R) Pearl(TM) 3G (9100)	65193	249.99	629.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
BlackBerry(R) Torch(TM) (9800) (Charco	68001	149.99	499.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
BlackBerry® Torch 9810	65261	149.99	499.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Dell(R) Samos Inspiron Mini 1012	69149	139.99	599.99	When activated with an eligible Dataconnect Plan
Dell Inspiron Mini10 HD	69149	119.99	499.99	When activated with an eliqible Dataconnect Plan
ITC Jetstream 4G	65307	699.99	849.99	When activated with an eligible Tablet Plan
HTC Aria(TM)	65169	229.99	579.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
HTC Freestyle(TM)	65217	169.99	429.99	When activated with an eligible Voice Service Plan
HTC HD7S	65255	299.99	549.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
TC Inspire(TM) 4G	65232	199.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
TC Surround(TM)	65212	199,99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
TC Tilt(TM) 2 (Blue)	65188	199,99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
HTC Tilt(TM) 2 (Non-Camera)	65078	199.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
LG Encore(TM)	65166	119.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
LG GU292	65149	89.99		When activated with an eligible Voice Service Plan
LG GU295	65148	FREE		When activated with an eligible Voice Service Plan
LG Neon(TM) II (Blue)	65143	109.99		When activated with an eligible Voice Service Plan
	65233	129.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
LG Phoenix(TM) LG Thrill	65288	199.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
	65205	149.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
LG Quantum(TM)	65230	299.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
MOTOROLA ATRIX(TM) 4G		149.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
MOTOROLA BRAVO(TM)	65201 65173	179.99	540 7 540 7 54	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
MOTOROLA FLIPOUT(TM)				When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
MOTOROLA FLIPSIDE(TM)	65174	149.99		
Motorola Tundra(TM)	64981	179.99		When activated with an eligible Voice Service Plan When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Palm(R) Pixi(TM) Plus (Black)	65152	99.99		
Palm(R) Pre(TM) Plus	65151	129.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Pantech Breeze III(TM)	65136	FREE		When activated with an eligible Voice Service Plan
Pantech Crossover(TM)	65271	169.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Pantech Ease(TM)	65167	FREE		When activated with an eligible Voice Service Plan
Pantech Impact(TM) (Blue)	65075	119.99		When activated with an eligible Voice Service Plan
Pantech Laser	65204	179.99		When activated with an eligible Voice Service Plan
Pantech Link II	65336	FREE	199.99	When activated with an eligible Voice Service Plan

Pantech Link(TM)	65137	69.99	249.99	When activated with an eligible Voice Service Plan
Pantech Pursuit(TM) (Blue)	65155	109.99	329.99	When activated with an eligible Voice Service Plan
Samsung Captivate(TM)	65187	199.99	559.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Samsung Eternity(R) II	65161	119.99	349.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Samsung Evergreen(TM)	65185	109.99	289.99	When activated with an eligible Voice Service Plan
Samsung Flight II	65192	99.99		When activated with an eligible Voice Service Plan
Samsung Focus(TM)	65203	149.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Samsung Galaxy S II	65323	299.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Samsung Infuse(TM) 4G	65239	299.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Samsung Jack(TM)	65017	99.99	449.99	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Samsung Rugby(R) II	65142	99.99		When activated with an eligible Voice Service Plan
Samsung Solstice II	65202	89.99	289.99	When activated with an eligible Voice Service Plan
Samsung Strive(TM) (Black)	65099	79.99	289.99	When activated with an eligible Voice Service Plan
Samsung a657	64997	129.99		When activated with an eligible Voice Service Plan
Samsung a777 Blue	64923	69.99		When activated with an eligible Voice Service Plan
Sharp FX(TM)	65140	149.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Sierra Wireless AirCard(R) 890	65128	149.99		When activated with an eligible Dataconnect Plan
Sony Ericsson Xperia Play 4G	65299	149.99		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
Sony Ericsson Vivaz (Blue)	65163	179.99	7,10,0,0,0,0	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
iPhone 3GS - 8GB Black	68093	49.00		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
iPhone 4 - 16GB	68094	199.00	The state of the s	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
iPhone 4 - 16GB White	68095	199.00		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
iPhone 4 - 32GB Black	68096	299.00		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
iPhone 4 - 32GB White	68097	299.00		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
iPhone 4S - 16GB	65490	199.00		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
iPhone 4S - 32GB	65492	299.00		When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan
iPhone 4S - 64GB	65494	399.00	649.00	When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan

Device Warranty

- Warranty claims are valid for one year on new devices and 90 days on refurbished ones.
- Devices with physical or liquid damage are not covered under the warranty and are not eligible for a warranty exchange.
- This information does not apply to Apple iPhone devices. Review your options for exchanging, replacing, or repairing a malfunctioning iPhone here.

If you are experiencing issues with a device you purchased new or refurbished from AT&T, review the following to determine your next steps:

If you purchased your device	And you've owned it	You should
New	0 - 30 days	See What should I do if I have a problem with my equipment and I have had it 30 days or less?
Refurbished	0 - 30 days	See What should I do if I have a problem with my equipment and I have had it 30 days or less?
New	31 - 365 days	 See our Device Troubleshooting guide to determine if you are eligible for our Online Warranty Exchange program. Check to see if AT&T's Device Support Centers (DSC) can provide you with same-day, face-to-face warranty and technical support.
Refurbished	31 - 90 days	 See our Device Troubleshooting guide to determine if you are eligible for our Online Warranty Exchange program. Check to see if AT&T's Device Support Centers (DSC) can provide you with same-day, face-to-face warranty and technical support.
New	366 days or longer Your device is out of warranty.	 Consider upgrading your device. See How do I know if I am eligible for an upgrade? Purchase a replacement device from the AT&T website or an AT&T retail store. File an insurance claim with Asurion at 1-888-562-8662 if you have equipment coverage. See AT&T Mobile Insurance for more

		information.
		Consider upgrading your device. See How do I know if I am eligible for an upgrade?
Refurbished	91 days or longer Your device is out of warranty.	 Purchase a replacement device from the AT&T website or an AT&T retail store.
		 File an insurance claim with Asurion at 1-888-562-8662 if you have equipment coverage. See AT&T Mobile Insurance for more information.

Note: Devices with physical or liquid damage are not covered under the warranty and are not eligible for a warranty exchange.

Apple Warranty

How do I replace a broken Apple iPhone?

If your iPhone is broken or damaged, these are the options for replacing it:

- If you believe your iPhone is damaged, you may be eligible for warranty or repair service. Please visit
 Apple iPhone Support for assistance and information on service options.
- If you purchased your iPhone within the last 30 days and wish to return it, please review the AT&T Returns Policy for information about equipment returns and service cancellation.

CPHONE11

COST SHEET 2 (of 5)

	Plan Price	Included Minutes	Additional Lines	Roaming Charges	Overage Fees	SMS Text	Unlimited Data Package
Basic Voice Plan							
100 minutes minimum	\$24.29	300	11.99*	N/A	\$0.25	Incl**	
250 minutes	\$24.29	300	11.99*	N/A	\$0.25	Incl**	
Unlimited minutes	\$69.99	N/A	N/A	N/A	M. CHESTAN	\$20***	
Basic Voice/Data Plan					A WOOD STATE OF STATE		
100 minutes minimum	\$39.29	300	26.99*	N/A	\$0.25	Incl**	
250 minutes	\$39.29	300	26.99*	N/A	\$0.25	Incl**	
Unlimited minutes	555						
Unlimited minutes and data	\$69.99	N/A	N/A	N/A		\$20***	\$15
Basic Data Plan							
Good Enterprise data package							25.71****
RIM Blackberry Enterprise data package							25.71****
Air Cards	1						\$42.99
MI-FI							\$42.99

Plan Price - Monthly Cost of Plan (including all fees)

Included Minutes - The number of minutes included in the Plan Bid

Additional Lines - Cost of each additional line if employees are sharing the minutes

Roaming Charges - Cost of Roaming Minutes if out of state. See Section 2.0 for definition of Roaming.

Overage Charges - Cost of minutes used over the minutes of the Plan as specified in Bid

SMS Text - Cost of Text messages, i.e., cost per message, per line, per 1000 mb)

Unlimited Data Package – The state requests only an unlimited data package

*O Minute Add-A-Line \$11.99; 1:1 Ratio Terms Required

- ** Unlimited SMS included in NBI Pooled Plans See additional pricing tab
- *** Unlimited Voice does not include Unlimited Text Messaging
- **** \$25.71 if purchased as part of the Smartphone bundles See additional pricing tab; \$36 if Purchased Stand-Alone

Notes:

Basic Voice Plan / 100 minutes / The cost could be reflected as: (\$24.29 + \$11.99) /2 = \$18.14 per user. The user would have 150 minutes

Basic Voice / Data Plan / 100 min / The cost could be reflected as: (\$39.99 + 26.99) / 2 = 33.49 per user. The user would have 150 minutes

??? The cost for Unlimited Voice was shown in the Basic Voice Plan section. The cost for Unlimited Voice and Unlimited Data on a Voice Device is reflected.

Basic Data Plan - For Complete Smartphone Bundle pricing including voice, text, and data - See Additional pricing tab

CPHONE11

COST SHEET 3 (of 5)

Items - These are samples - please add items that you normally sell with your product line.

ITEM	MANUFACTURER/MODEL	PRICE PER UNIT
Blue Tooth Accessories		
Memory Cards		
Air Cards		
Car Chargers		
Batteries		
Travel Chargers		
Leather Cases		
Holsters		
Hands Free		
Data Cables		
Snap-on Covers		
Silicone Skins		
Stylus		
Antennas		
Phone Holders		
Phone Straps		
Car Kits		
Face Plates		
Repair Kits		

AT&T will provide a 20% Discount off Retail Price for Accessory(s) for CPHONE11

ACCESSORY DISPLAY NAME	SKU ID	PRI	-9x-cmt	10-14-15-16-17	ONE11
3-Pk Replacement Stylus - HTC Tilt 2	75597	\$	14.99	\$	11.99
AG Findings Blue/Chrome GRT Slider Case - Palm Pre Plus	75811	\$	34.99		27.99
AG Findings Red/Gray GRT Slider Case - LG GU295	75817	\$	34.99	\$	27.99
AG Findings Rugged Case w/ Holster -Samsung Rugby II	75820	\$	29.99		23.99
AG Findings Soft Shell Case/Holster - Pantech Ease	75876	\$		\$	23.99
AGF Ballistic Rugged Shell & Holster - iPhone 4	75995	\$		\$	39.99
AGF Blue Soft Shell Case - iPad	74322	\$	34.99	\$	27.99
AGF Blue/White Beetle Shell - iPhone 4	74192	\$	34.99	\$	27.99
AGF Clear Soft Shell Case - iPad	74327	\$	34.99	\$	27.99
AGF GRT Smoke Gray and White Front 2 PC Shells - BlackBerry Torch 9810	40213	\$	200000000000000000000000000000000000000	\$	28.00
AGF Pink Translucent Soft Shell - HTC Status	40072	\$	25.00	\$	20.00
AGF Pink/Purple Beetle Shell - iPhone 4	74190	\$	34.99	\$	27.99
AGF Premium Black Shell & Holster - iPhone 4	74151	\$	34.99	\$	27.99
AGF Premium Leather Case	75984	\$	100000000000000000000000000000000000000	\$	31.99
AGF Premium Red Shell & Holster - iPhone 4	74152	\$		\$	27.99
AGF Red Two-Piece Shell - Samsung Infuse	74947	\$		\$	4.00
AGF Red/White Beetle Shell - iPhone 4	74191	\$	34.99	\$	27.99
AGF Smoke Translucent Soft Shell - HTC Status	40071	\$	25.00	\$	20.00
AGFindings Premium Brown Leather Vertical Case - Universal	40214	\$	40.00	\$	32.00
AT&T 3G MicroCell(TM)	65107	\$	199.99	\$	199.99
AT&T ZERO Charger - Charger	75787	\$	19.99	\$	15.99
AT&T ZERO Charger Kit - Micro USB	75789	\$	29.99	\$	23.99
AT&T ZERO Charger Kit - iPhone	75788	\$	29.99	\$	23.99
AT&T ZERO Charger Power Bundle - Apple	75963	\$	11 A 711 SECOND SEC	\$	35.99
AT&T ZERO Charger Power Bundle - Micro USB	75962	\$	39.99		31.99
AV Cable - Samsung Galaxy Tab	74567	\$	29.99		23.99
Anti-Glare Screen Protector - iPhone 3G & 3GS	75494	\$	14.99		11.99
Anti-Glare/Anti Fingerprint Screen Protector - iPad	74307	\$	12.50		10.00
Anti-Glare/Anti Fingerprint Screen Protector 2-Pack - HTC Freestyle	74575	\$	14.99		11.99
Anti-Glare/Anti Fingerprint Screen Protector 2-Pack - HTC HD7S	74654	\$		\$	11.99
Anti-Glare/Anti Fingerprint Screen Protector 2-Pack - HTC Inspire 4G	74987	\$		\$	11.99
Anti-Glare/Anti Fingerprint Screen Protector 2-Pack - Impulse 4G by AT&T	40479	\$		\$	12.00
Anti-Glare/Anti Fingerprint Screen Protector 2-Pack - LG Phoenix	74986	\$	491 1-02111-0-0-0-0-0-1	\$	11.99
Anti-Glare/Anti Fingerprint Screen Protector 2-Pack - Motorola ATRIX 4G	74983	\$	14.99		11.99
Anti-Glare/Anti Fingerprint Screen Protector 2-Pack - Pantech Crossover	74653	\$	14.99	\$	11.99
Anti-Glare/Anti Fingerprint Screen Protector 2-Pack - Pantech Pursuit II	40104	\$	15.00	\$	12.00

Anti-Glare/Anti Fingerprint Screen Protector 2-Pack - Samsung Infuse 4G	74774	\$ 14.99	\$	11.99
Anti-Glare/Anti Fingerprint Screen Protector 2-Pack - Sony Ericsson Xperia PLAY 4G	40406	\$ N/L 10454/A-250601 1	\$	12.00
Anti-Glare/Anti Fingerprint Screen Protector 2-Pack - iPhone 4	74201	\$ 11 11 11 11 11 11 11 11 11 11 11 11 11	\$	15.99
Anti-Glare/Anti Fingerprint Screen Protectors - Acer A501-10S16u	40403	\$ 20.00	\$	16.00
Anti-Glare/Anti Fingerprint Screen Protectors - HTC Jetstream	40405	\$ 20.00	\$	16.00
Anti-Glare/Anti Fingerprint Screen Protectors - Samsung Galaxy Tab	74571	\$ 29.99	\$	23.99
Anti-Glare/Anti-Fingerprint Screen Protector 2-Pack - BlackBerry Torch 9800, 9810	40320	\$ 19.99	\$	15.99
Anti-Glare/Anti-Fingerprint Screen Protector 2-Pack - Blackberry (R) Torch (TM)	75994	\$ 19.99	\$	15.99
Apple Black Leather Smart Cover - iPad	74807	\$ 69.00	\$	55.20
Apple Blue Poly Smart Cover - iPad	74804	\$ 39.00	\$	31.20
Apple Green Poly Smart Cover - iPad	74805	\$ 39.00	\$	31.20
Apple Keyboard Dock - iPad	74303	\$ 69.00	\$	55.20
Apple Orange Poly Smart Cover - iPad	74806	\$ 39.00	\$	31.20
Apple Pink Poly Smart Cover - iPad	74803	\$ 39.00	\$	31.20
Apple Sahara Leather Smart Cover - iPad	74808	\$ CONTRACTOR SECURITY II	\$	55.20
AppleCareProtection Plan - Apple iPhone	75503	\$ 69.00	\$	55.20
Applecare Protection Plan - iPad	74300	\$ 79.00	\$	63.20
Auxiliary Audio Cable - 3.5MM Universal	75259	\$ 90 9 7 15 C. P. C. S. C. S.	\$	11.99
Ballistic Black/Pink Rugged Shell & Holster - iPhone 4	72127	\$ -E-OV-SEG-SATA	\$	20.00
Ballistic HC Rugged Shell & Holster - Samsung Infuse 4G	74817	\$ 49.99	\$	39.99
Ballistic SG Black Rugged Case - Samsung Infuse 4G	74921	\$ 340000000000000000000000000000000000000	\$	27.99
Ballistic SG Black Rugged Case - iPhone 4	74218	\$ 34.99		27.99
Ballistic SG Red/Black Rugged Case - iPhone 4	74219	\$ 34.99		27.99
Ballistic SG White Case - LG Thrill 4G	40215	\$ 35.00	1	28.00
Belkin Clear/Black Accent Shell - iPhone 4	74193	\$	\$	23.99
Belkin Clear/Blue Accent Shell - iPhone 4	74195	\$ 15.00		12.00
Belkin TuneCast FM Transmitter - All iPhone	72228	\$	\$	55.99
Black Fitted Leather Case	71770	\$	\$	4.00
Black Gel - Pantech Slate	75184	\$ 9.99	\$	7.99
Black Gel - Samsung Eternity	75294	\$ 5.00	\$	4.00
Black Leather Case - Blackberry (R)	75122	\$ 5.00		4.00
Black Leather Horizontal Case - Large Universal	74771	\$ 29.99		23.99
Black Leather Horizontal Case - Small Universal	75846	\$ 29.99		23.99
Black Metallic Shell - HTC Surround	72274	\$ 15.00		12.00
Black Snap-On Shell - Samsung Flight	75623	\$ 15.00		12.00
Black/Pink Gel/Shell 2-pack- BlackBerry(R) Pearl 9100(TM)	75924	\$ 5.00		4.00
Black/Red Back Cover 2-Pack - Motorola Flipout	72146	\$ 5.00	\$	4.00

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Blackberry (R) Enterprise Server 4.1 for IBM Lotus Domino - 1 user	PRD-10459-017	TO THE RESERVE THE PROPERTY OF	\$	2,999.00
Blackberry (R) Enterprise Server 4.1 for IBM Lotus Domino - 20 user	PRD-10459-003		\$	3,999.00
Blackberry (R) Enterprise Server 4.1 for IBM Lotus Domino - Version Upgrade	PRD-10459-011		\$	999.00
Blackberry (R) Enterprise Server 4.1 for Microsoft Exchange - 1 user	PRD-10459-016		\$	2,999.00
Blackberry (R) Enterprise Server 4.1 for Microsoft Exchange - 20 user	PRD-10459-001		\$	3,999.00
Blackberry (R) Enterprise Server 4.1 for Microsoft Exchange - Version Upgrade	PRD-10459-010		\$	999.00
Blackberry (R) Enterprise Server 4.1 for Novell Groupwise - 1 user	PRD-10459-018		\$	2,999.00
Blackberry (R) Enterprise Server 4.1 for Novell Groupwise - 20 user	PRD-10459-005		\$	3,999.00
Blackberry (R) Enterprise Server 4.1 for Novell Groupwise - Version Upgrade	PRD-10459-012	The state of the s	\$	999.00
Blackberry (R) Enterprise Server 5.0 for IBM Lotus Domino - 1 user	PRD-24255-005		\$	2,999.00
Blackberry (R) Enterprise Server 5.0 for IBM Lotus Domino - 20 user	PRD-24255-002		\$	3,999.00
Blackberry (R) Enterprise Server 5.0 for IBM Lotus Domino - Version Upgrade			\$	999.00
Blackberry (R) Enterprise Server 5.0 for Microsoft Exchange - 1 user	PRD-24255-004			2,999.00
Blackberry (R) Enterprise Server 5.0 for Microsoft Exchange - 20 user	PRD-24255-001	*	\$	3,999.00
Blackberry (R) Enterprise Server 5.0 for Microsoft Exchange - Version Upgrade	PRD-24255-019		\$	999.00
Blackberry (R) Enterprise Server CAL, 1 user	PRD-07630-010		_	99.00
Blackberry (R) Enterprise Server CAL, 1,000 user	PRD-07630-070		\$	49,999.00
Blackberry (R) Enterprise Server CAL, 10 user	PRD-07630-011		\$	699.00
Blackberry (R) Enterprise Server CAL, 100 user	PRD-07630-013		\$	5,999.00
Blackberry (R) Enterprise Server CAL, 5 user	PRD-07630-022		\$	429.00
Blackberry (R) Enterprise Server CAL, 50 user	PRD-07630-012	\$ 3,299.00	\$	3,299.00
Blackberry (R) Enterprise Server CAL, 500 user	PRD-07630-014	\$ 27,499.00		27,499.00
Blackberry (R) Enterprise Server S/MIME CAL, 1 user	PRD-07630-023	\$ 199.00		199.00
Blackberry (R) Enterprise Server S/MIME CAL, 10 user	PRD-07630-025	\$ 1,399.00		1,399.00
Blackberry (R) Enterprise Server S/MIME CAL, 100 user	PRD-07630-027	\$ 11,999.00		11,999.00
Blackberry (R) Enterprise Server S/MIME CAL, 5 user	PRD-07630-024	\$ 949.00		949.00
Blackberry (R) Enterprise Server S/MIME CAL, 50 user	PRD-07630-026	\$ 6,449.00		6,449.00
Blackberry (R) Enterprise Server S/MIME CAL, 500 user	PRD-07630-028	\$ 54,499.00		54,499.00
Blackberry (R) Presenter	75951	\$ 199.99	\$	199.99
Blue Metallic Shell - HTC Surround	72275	\$ 15.00	\$	12.00
Bluetooth Headset - BlueAnt Q2 Platinum	74963	\$ 99.99	\$	79.99
Bluetooth Headset - Sony Ericsson MW600	74574	\$ 59.99	\$	47.99
Bluetooth(R) Headset - BlueAnt Q2	75854	\$ 129.99	\$	103.99
Bluetooth(R) Headset - Jabra Stone 2	75860	\$ 129.99	\$	103.99
Bluetooth(R) Headset - Jawbone ERA	75859	\$ 129.99	\$	103.99
Bluetooth(R) Headset - Jawbone Icon Ace	74981	\$ 99.99	\$	79.99
Bluetooth(R) Headset - Jawbone Icon Thinker	74970	\$ 99.99	\$	79.99
Didetootifity readot - dansone toot rining.			_	

	75054	•	00.00	\$	79.99
Bluetooth(R) Headset - Motorola H17TXT	75851	\$	200.000 (AT - 22.4 - 02.1)	77.7	63.99
Bluetooth(R) Headset - Motorola Oasis	75852	\$		\$	31.99
Bluetooth(R) Headset - Plantronics E243	75857	\$		\$	103.99
Bluetooth(R) Headset - Sound ID 510	75861	\$		\$	55.99
Bluetooth(R) Keyboard - Motorola Atrix 4G	74979	\$	69.99		
Bluetooth(R) Speaker - Jawbone Jambox	74535	\$		\$	159.99
Bluetooth(R) Stereo Headphones - Plantronics Back Beat 903 PLUS	72289	\$	145 (145 (145 (145 (145 (145 (145 (145 (\$	79.99
Bluteooth Car Kit - BlueAnt S4	75855	\$	10.00 (0.00) (0.00)	\$	71.99
Body Glove 2-Pack Soft Shell Gel - Samsung Solstice II	72124	\$		\$	23.99
Body Glove Black Folio Case - Acer A501-10S16u	40404	\$		\$	32.00
Body Glove Black Pattern Soft Shell - HTC Inspire 4G	74642	\$	1477747077475500	\$	23.99
Body Glove Black Pattern Soft shell - Impulse 4G by AT&T	40477	\$	AND THE PARTY OF T	\$	24.00
Body Glove Blue Pattern Soft shell - Samsung Infuse	74949	\$	5.00		4.00
Body Glove Chrome Snap-On Case - Pantech Link	75759	\$	29.99		23.99
Body Glove Clear Frosted Snap on Shell - Pantech Pursuit II	40073	\$		\$	24.00
Body Glove Clear Snap On Case Pantech Pursuit	75838	\$	5.00		4.00
Body Glove Clear Text Gel Case - Sony Ericsson Vivaz	75915	\$	5.00		4.00
Body Glove Clear/Blue Accent Shell - iPhone 4	74198	\$	15.00		12.00
Body Glove Clear/Purple Accent Shell - iPhone 4	74199	\$	15.00		12.00
Body Glove Gel with Easel	75107	\$	15.00		12.00
Body Glove Pattern Black Soft Shell - LG Phoenix	74577	\$	29.99		23.99
Body Glove Pattern Soft Shell Case - Motorola ATRIX 4G	74408	\$	29.99		23.99
Body Glove Pattern Soft shell - Samsung Infuse 4G	74770	\$	29.99		23.99
Body Glove Pink Pattern Soft shell - Samsung Infuse	74950	\$	15.00		12.00
Body Glove Purple/Black Soft Shell 2-Pack - Pantech Link	75758	\$	29.99	100000	23.99
Body Glove Red Pattern Soft Shell - HTC Inspire 4G	74953	\$	15.00		12.00
Body Glove Soft Shell Case - Samsung Focus	72138	\$	24.99	\$	19.99
Car Charger with USB Port - LG	75372	\$	10.00	\$	8.00
Car Charger with USB Port - Nokia	75370	\$	29.99	\$	23.99
Car Charger with USB Port - Palm	75314	\$	29.99	\$	23.99
Car Charger with USB Port - Pantech	75375	\$	29.99	\$	23.99
Car Charger with USB Port - Universal Micro USB	75369	\$	29.99	\$	23.99
Car Charger with USB Port - Universal Mini USB	75368	\$	29.99	\$	23.99
Car Charger with USB Port - iPhone	75367	\$	29.99	\$	23.99
Case-Mate Barely There Black/Blue 2-Pack - Blackberry (R) Curve 8520	75648	\$	5.00	\$	4.00
Case-Mate Black Smart Skin - Samsung Eternity II	75943	\$	24.99	\$	19.99
Case-Mate Black/Gray POP Case - iPhone 4	74331	\$	34.99	\$	27.99
Case-mate Diagnotay 1 of Case if hole .		-		-	

O Mark Controlled Dhana A	74171	\$	15.00	\$	12.00
Case-Mate Cork Shell - iPhone 4	74989	\$	19,000,000,000	\$	27.99
Case-Mate Gray/Black POP Shell Case - LG Thrill 4G	74170	\$		\$	12.00
Case-Mate Ivy Shell - iPhone 4	75754	\$		\$	23.99
Case-Mate Naked Case - LG Encore	75727	\$	170,000,000,000	\$	12.00
Case-Mate Naked Shell with Screen Protector - Motorola Backflip		\$	1,000,000,000,000,000	\$	19.99
Case-Mate Pink Smart Skin - Samsung Eternity II	72131 74332	\$		\$	27.99
Case-Mate Pink/Gray POP Case - iPhone 4	10 (1) (2) (2) (2) (2) (2)			\$	28.00
Case-Mate Red POP Shell Case - LG Thrill 4G	40316	\$		\$	27.99
Case-Mate Red/Black POP Case - Samsung Focus	74350	\$			100-00-00-00-00-00-00-00-00-00-00-00-00-
Case-mate Black Tough Case - HTC Inspire 4G	74645	\$		\$	27.99
Case-mate Black Tough Case - Pantech Breeze III	40036	\$		\$	23.99
Case-mate Black Tough Case - Pantech Crossover	74730	\$	34.99	\$	27.99
Case-mate Blue/Gray Tough Case - Pantech Breeze III	40207	\$		\$	24.00
Case-mate Gray POP Case - Samsung Infuse 4G	74773	\$		\$	27.99
Case-mate White POP Case - Samsung Infuse 4G	74798	\$	34.99	\$	27.99
Charge Anywhere Wall Charger/Battery Backup - Universal	75836	\$		\$	39.99
Charging Pod - Blackberry (R) Bold	75266	\$	29.99	\$	23.99
Charging Pod - Blackberry (R) Bold 9700	75723	\$		\$	23.99
Charging Pod - Blackberry (R) Curve 8900	75594	\$		\$	23.99
Charging Sync Pod - Blackberry (R) Torch (TM)	75992	\$		\$	39.99
Clear Acrylic Case with Clip - Pantech Matrix	75396	\$		\$	4.00
Clear Acrylic Snap On Case - Nokia 2660	75581	\$		\$	12.00
Clear Eco Case - Samsung Evergreen	72231	\$	and the state of t	\$	23.99
Clear Shell - Samsung Flight	75619	\$	15.00	\$	12.00
Clear Snap on Case - Pantech Breeze III	40075	\$	15.00	\$	12.00
Clear Snap-On Case - AT&T F160	72216	\$	29.99	\$	23.99
Clear Snap-On Case - Nokia 2720	75585	\$	24.99	\$	19.99
Clear Snap-On Shell - Samsung Propel	75293	\$	5.00	\$	4.00
Clear/Black Snap-on Case - Samsung Impression	75457	\$	15.00	\$	12.00
Docking Adapter - Apple iPhone	71598	\$	9.99	\$	7.99
Dual Dock - Apple iPhone	71587	\$	49.99	\$	39.99
Duracell Back-Up Battery - Universal	74299	\$	34.99	\$	27.99
Entertainment Center/Webtop Access Kit - Motorola ATRIX 4G	74980	\$	95.00	\$	76.00
Extended Life Battery	75023	\$	39.99	\$	31.99
Extended Life Li-lon 1700 mA Battery	71646	\$	22.49		17.99
Extended Life Li-Ion 2150 mAH Battery - HTC Tilt 2	75598	\$	59.99	\$	47.99
Extended Life Li-Ion 2400 mA Battery - Palm	71638	\$	25.00		20.00
Extended Life Lifton 2400 IIIA Dattery - Faint	1	1		2000	

Groye Copper Matrix Pattern Shell - iPhone 4 Gray Soft Shell Gel Case - Dell Aero Gray Soft Shell Gel Case - Dell Aero Green/Pink Back Cover 2-Pack - Motorola Flipout Griffin AirCurve - iPhone 3G & 4 Griffin AirCurve - iPhone 3G & 4 Griffin AirCurve - iPhone 3G & 4 Griffin Black Leather Folio Case - iPad Griffin PowerDuo Reserve - iPhone Griffin Seat-Back Cinema Case - iPad Griffin Seat-Back Cinema Case - iPad Griffin Seat-Back Cinema Case - iPad HD Multimedia Dock - Motorola ATRIX 4G HTC Black Flag Pattern Soft Shell Gel Case - HTC Jetstream HTC Clear Smoke Pattern Gel Case - HTC Freestyle HTC Red Flag Pattern Soft Shell Gel Case - HTC Freestyle HTC Red Flag Pattern Soft Shell Gel Case - HTC Jetstream HTC Wall Charger - HTC Jetstream HTC Carcharger - HTC Jetstream HTC Soribe (Digital Pen) - HTC Jetstream HTC Soribe (Digital Pen) - HTC Jetstream HTC Wall Charger - HTC Jetstream HTC Soribe (Digital Pen) - HTC Jetstream HTC Soribe (Digital Pen) - HTC Jetstream HTC Wall Charger - HTC Jetstream H0464 \$ 30.00 \$ 24.00 Incipio 2-Pack Soft Shell - LG Encore T5732 \$ 29.99 \$ 23.96 Incipio 12-in-1 Stylus BED Incipio Black Silicrylic Case - iPad Incipio Clear Feather Case - Pantech Lase F1808 \$ 29.99 \$ 23.99 Incipio Clear Feather Case - Pan	Glove Copper Matrix Pattern Shell - iPhone 4	74225		0.0000000000000000000000000000000000000	5.0	12.00
Gray Gel - Nokia 2320/2330 75501 \$ 10.00 \$ 8.00 Gray Gel - Nokia 2320/2330 75501 \$ 10.00 \$ 8.00 Gray Gel - Nokia 2320/2330 75501 \$ 10.00 \$ 10.			1 %		CT.	22.00
Stay Def - Notal Shell Gel Case - Dell Aero 75767 \$ 24.99 \$ 19.99	Gray Gel - Nokia 2320/2330					
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Moshi White Anti-Glare/Anti Fingerprint Screen Protector - iPhone 4 White40097\$ 24.99\$ 19.99Moshi iVisor Anti-Glare/Anti-Fingerprint Screen Protector Apple iPhone 474992\$ 24.99\$ 19.99Multimedia Desktop Dock - Samsung infuse 4G74991\$ 39.99\$ 31.99Multimedia Station - Motorola Bravo72279\$ 59.99\$ 47.99MyFrogz Custom Luxe Case - Blackberry (R)75728\$ 15.00\$ 12.00Naked Shell Case with Screen Protector - Samsung Impression75386\$ 15.00\$ 12.00Naked Shell with Screen Protector - Samsung Eternity75263\$ 5.00\$ 4.00Niteize Black Horizontal Case - Medium Universal75862\$ 29.99\$ 23.99	Moshi Purple Microfiber Folio Case - iPad2	40034	\$	59.99	\$	47.99
Moshi iVisor Anti-Glare/Anti-Fingerprint Screen Protector Apple iPhone 474992\$ 24.99\$ 19.99Multimedia Desktop Dock - Samsung infuse 4G74991\$ 39.99\$ 31.99Multimedia Station - Motorola Bravo72279\$ 59.99\$ 47.99MyFrogz Custom Luxe Case - Blackberry (R)75728\$ 15.00\$ 12.00Naked Shell Case with Screen Protector - Samsung Impression75386\$ 15.00\$ 12.00Naked Shell with Screen Protector - Samsung Eternity75263\$ 5.00\$ 4.00Niteize Black Horizontal Case - Medium Universal75862\$ 29.99\$ 23.99	Moshi White Anti-Glare/Anti Fingerprint Screen Protector - iPhone 4 White	40097	\$	24.99	\$	19.99
Multimedia Desktop Dock - Samsung infuse 4G 74991 \$ 39.99 \$ 31.99 Multimedia Station - Motorola Bravo 72279 \$ 59.99 \$ 47.99 MyFrogz Custom Luxe Case - Blackberry (R) 75728 \$ 15.00 \$ 12.00 Naked Shell Case with Screen Protector - Samsung Impression 75386 \$ 15.00 \$ 12.00 Naked Shell with Screen Protector - Samsung Eternity 75263 \$ 5.00 \$ 4.00 Niteize Black Horizontal Case - Medium Universal 75862 \$ 29.99 \$ 23.99	Moshi iVisor Anti-Glare/Anti-Fingerprint Screen Protector Apple iPhone 4	74992	\$	24.99	\$	19.99
Multimedia Station - Motorola Bravo 72279 \$ 59.99 \$ 47.99 MyFrogz Custom Luxe Case - Blackberry (R) 75728 \$ 15.00 \$ 12.00 Naked Shell Case with Screen Protector - Samsung Impression 75386 \$ 15.00 \$ 12.00 Naked Shell with Screen Protector - Samsung Eternity 75263 \$ 5.00 \$ 4.00 Niteize Black Horizontal Case - Medium Universal 75862 \$ 29.99 \$ 23.99		74991	\$	39.99	\$	31.99
MyFrogz Custom Luxe Case - Blackberry (R) 75728 \$ 15.00 \$ 12.00 Naked Shell Case with Screen Protector - Samsung Impression 75386 \$ 15.00 \$ 12.00 Naked Shell with Screen Protector - Samsung Eternity 75263 \$ 5.00 \$ 4.00 Niteize Black Horizontal Case - Medium Universal 75862 \$ 29.99 \$ 23.99		72279	\$	59.99	\$	47.99
Naked Shell Case with Screen Protector - Samsung Impression75386\$ 15.00\$ 12.00Naked Shell with Screen Protector - Samsung Eternity75263\$ 5.00\$ 4.00Niteize Black Horizontal Case - Medium Universal75862\$ 29.99\$ 23.99		75728	\$	15.00	\$	12.00
Naked Shell with Screen Protector - Samsung Eternity 75263 \$ 5.00 \$ 4.00 Niteize Black Horizontal Case - Medium Universal 75862 \$ 29.99 \$ 23.99	Naked Shell Case with Screen Protector - Samsung Impression	75386	\$	15.00	\$	12.00
Niteize Black Horizontal Case - Medium Universal 75862 \$ 29.99 \$ 23.99		75263	\$	5.00	\$	4.00
Niteize Diack Horizontal Gase Mediam Chiveren		75862	\$	29.99	\$	23.99
INITAIZA KIRCK VEITICAL LASE - MEDILITI UNIVERSAL 1 10000 1 4 20.00 1 4 20.00	Niteize Black Vertical Case - Medium Universal	75863	\$	29.99	\$	23.99

Optoma Pico Projector - Universal	75999	\$ 329.99	\$ 263.99
OtterBox 1000 Waterproof Case - Small Universal	75784	\$ 19.99	 15.99
OtterBox 2000 Waterproof Case - Medium Universal	75785	\$ 24.99	 19.99
OtterBox 2000 Waterproof Case LARGE	75804	\$	\$ 23.99
OtterBox 3300 Waterproof Gase Exited OtterBox Black Commuter Case - BlackBerry(R) Curve 9300(TM)	72122	\$ 39.99	\$ 31.99
OtterBox Black Commuter Case - Blackberry (R) Bold 9700	75731	\$ 20.00	\$ 16.00
OtterBox Black Commuter Case - HTC Inspire 4G	40065	\$ 39.99	\$ 31.99
OtterBox Black Commuter Case - iPhone 3G &3GS	75901	\$ 39.99	\$ 31.99
OtterBox Black Defender Case - Apple iPad 2	74964	\$ 89.99	\$ 71.99
OtterBox Black Defender Case - Motorola ATRIX 4G	74982	\$ 49.99	\$ 39.99
OtterBox Black Defender Case - iPhone 4	74206	\$ 49.99	\$ 39.99
OtterBox Black Defender Case - iPhone 4	40417	\$ 50.00	\$ 40.00
OtterBox Black/Black Commuter Case - iPhone 4	40188	\$ 40.00	 32.00
OtterBox Black/Blue Commuter Case - iPhone 3G & 3GS	75902	\$ 39.99	 31.99
OtterBox Black/Blue Commuter Case - iPhone 4	40190	\$ 40.00	 32.00
OtterBox Black/Blue Defender Case - iPhone 4	74208	\$ 49.99	 39.99
OtterBox Black/Gray Commuter Case - iPhone 3G & 3GS	75904	\$	31.99
OtterBox Black/Green Commuter Case - iPhone 3G & 3GS	75903	\$ 39.99	31.99
OtterBox Black/Pink Defender Case - iPhone 4	74209	\$ 49.99	39.99
OtterBox Black/White Commuter Case - iPhone 3G & 3GS	75900	\$ 39.99	31.99
OtterBox Black/White Defender Case - iPhone 4	74207	\$ 49.99	39.99
OtterBox Black/Yellow Commuter Case - iPhone 3G & 3GS	75905	\$ 39.99	31.99
OtterBox Black/Yellow Commuter Case - iPhone 4	40191	\$	\$ 32.00
OtterBox Commuter Black - BlackBerry Torch 9810	40194	\$	\$ 32.00
OtterBox Commuter Black/Pink - BlackBerry Torch 9810	40195	\$ 40.00	32.00
OtterBox Defender Blk/Blk Blackberry (R) 8520	75730	\$ 49.99	39.99
OtterBox Defender Case - iPhone 3G	75554	\$ 49.99	 39.99
OtterBox Impact Gel - iPhone 3G & 3GS	75518	\$	\$ 19.99
OtterBox Pink/White Avon B. C. Crusade Commuter Case - Blackberry (R) Curve	75893	\$ 100000000000000000000000000000000000000	\$ 31.99
OtterBox White/Black Defender Case - iPhone - iPhone 3G & 3GS	75672	\$ 111.00 (Jan Caccaso) 1100C	\$ 39.99
OtterBox Yellow/Black Defender Case - iPhone 3G & 3GS	75911	\$	\$ 39.99
Otterbox Commuter Black/Pink - Blackberry (R) Torch (TM)	75989	\$	\$ 31.99
P-Flip Solar Battery Dock - All iPhone	72278	\$ 	\$ 32.00
PVT_Test Accessory	9236	\$ 1.00	 0.80
Palm Black Charging Back- Palm Pre Plus	75847	\$ 29.99	23.99
Palm Black Charging Case- Palm Pixi Plus	75868	\$ (37)7.30(8)	\$ 4.00
Palm Blue Charging Case - Palm Pixi Plus	75866	\$ 5.00	\$ 4.00

Phone Screen Cleaner - Universal	75496	\$	5.00	\$	4.00
Plantronics M100	40066	\$	1965071590804	\$	48.00
Plantronics M20a Bluetooth Headset	40212	\$	32.00	\$	25.60
Plastic Holster	71712	\$	9.99	\$	7.99
Plastic Holster	71739	\$	13.49	\$	10.79
Plastic Holster - Motorola Tundra	75269	\$	10.00	\$	8.00
Premium Black Leather Horizontal Case	75387	\$	34.99	\$	27.99
Premium Black Leather Vertical Case - Universal	75823	\$	34.99	\$	27.99
Premium Leather Horizontal Case - Universal	75510	\$	34.99	\$	27.99
Privacy & Anti-Glare Screen Protector - Blackberry (R) Bold	75490	\$	7.50	\$	6.00
Privacy & Anti-Glare Screen Protector - Blackberry (R) Curve 8900	75491	\$	5.00	\$	4.00
Privacy Screen Protector - Blackberry (R) Torch (TM)	75993	\$	5.00		4.00
Privacy Screen Protector - iPhone 4	74202	\$	19.99	\$	15.99
Raspberry Metallic Shell - HTC Surround	72277	\$	15.00		12.00
Red Standard Li-lon 1320 mA Battery	75019	\$	41.99	\$	33.59
Replacement Stylus - HTC PURE	75596	\$	14.99		11.99
SBE Blackberry (R) Enterprise Server 4.1 for IBM Lotus Domino - 5 user	PRD-10459-008	\$	1,099.00		1,099.00
SBE Blackberry (R) Enterprise Server 4.1 for Microsoft Exchange - 5 user	PRD-10459-007	\$	1,099.00		1,099.00
SBE Blackberry (R) Enterprise Server 4.1 for Novell Groupwise - 5 user	PRD-10459-009		1,099.00		1,099.00
SBE Blackberry (R) Enterprise Server CAL, 1 user	PRD-07630-053		99.00		99.00
SBE Blackberry (R) Enterprise Server CAL, 5 user	PRD-07630-054		429.00	_	429.00
SBE to Full Blackberry (R) Enterprise Server Product Upgrade	PRD-10459-019	_	2,799.00		2,799.00
SanDisk 16GB microSDHC Memory Card with Media Manager	75959	\$	79.99		63.99
SanDisk 32GB microSDHC Memory Card with Media Manager	75970	\$	139.99		111.99
Screen Protector 3-Pack - HTC PURE	75526	\$	5.00	2.55	4.00
Screen Protector Tri-Pack - Dell Aero	75777	\$	9.99		7.99
Screen Protector Tri-Pack - HTC A6366	75812	\$	5.00		4.00
Screen Protector Tri-Pack - HTC Fuze	75437	\$	5.00	\$	4.00
Screen Protector Tri-Pack - HTC Status	40103	\$	10.00	\$	8.00
Screen Protector Tri-Pack - HTC Suround	72143	\$	5.00	\$	4.00
Screen Protector Tri-Pack - LG Neon II	75776	\$	5.00	\$	4.00
Screen Protector Tri-Pack - LG Quantum	72145	\$	9.99		7.99
Screen Protector Tri-Pack - LG Thrill 4G	40027	\$	10.00	\$	8.00
Screen Protector Tri-Pack - LG VU Plus	75805	\$	9.99	\$	7.99
Screen Protector Tri-Pack - LG Xenon	75436	\$	5.00	\$	4.00
Screen Protector Tri-Pack - Motorola Backflip	75779	\$	5.00	\$	4.00
Screen Protector Tri-Pack - Pantech Ease	75916	\$	9.99	\$	7.99

Screen Protector Tri-Pack - Pantech Laser	72227	9.99	\$	7.99
Screen Protector Tri-Pack - Pantech Pursuit	75966	9.99	\$	7.99
Screen Protector Tri-Pack - Samsung Captivate	75930	5.00	\$	4.00
Screen Protector Tri-Pack - Samsung Flight II	75928	9.99	\$	7.99
Screen Protector Tri-Pack - Samsung Focus	72144	9.99	\$	7.99
Screen Protector Tri-Pack - Samsung Impression	75438	5.00	\$	4.00
Screen Protector Tri-Pack - Samsung Mythic	75633	9.99	\$	7.99
Screen Protector Tri-Pack - Samsung Solstice	75493	5.00	\$	4.00
Screen Protector Tri-Pack - Samsung Soltice II		\$ 9.99	_	7.99
Screen Protector Tri-Pack - Sharp FX	75918	\$ 9.99		7.99
Screen Protector Tri-Pack - Sony Ericsson Vivaz	100000000000000000000000000000000000000	\$ 9.99	2000	7.99
Screen Protector Tri-Pack - Sony Ericsson Xperia		\$ 9.99		7.99
Screen Protector Tri-Pack - iPhone 3G		\$ 9.99		7.99
Skullcandy Full Metal Jacket Black Stereo Earbuds	P. 25 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2	\$ 79.99		63.99
Skullcandy Full Metal Jacket Chrome Stereo Earbuds	746,7549031, 031051,	\$ 40.00		32.00
Skullcandy Ink'd Mic'd Black Stereo Earbuds		\$ 19.99	_	15.99
Skullcandy Smokin' Bud Black Stereo Earbuds		\$ 29.99		23.99
Skullcandy Smokin' Bud White Stereo Earbuds		\$ 29.99		23.99
Skullcandy Titan Stereo Earbuds		\$ 20.00		16.00
Smart Card/CAC Reader - Blackberry (R)		\$ 249.99		199.99
Snap-On 2-Piece Shell - Pantech Breeze II		\$ 5.00		4.00
Speck Black Candy Shell - HTC Inspire 4G	The second secon	\$ 34.99		27.99
Speck Black Candy Shell - Samsung Eternity II		\$ 34.99		27.99
Speck Black Candy Shell - iPhone 3G & 3GS		\$ 34.99		27.99
Speck Black Candy Shell HTC HD7S	10 1/1/2000 (PS) 20	\$ 34.99		27.99
Speck Black CandyShell - HTC Status		\$ 35.00		28.00
Speck Black CandyShell Case - iPad		\$ 44.99		35.99
Speck Black/Grey Candy Shell - iPhone 4	7 (7) (7)	\$ 34.99	\$	27.99
Speck Black/Purple Plaid Shell - iPhone 4	The state of the s	\$ 29.99	\$	23.99
Speck Black/White Plaid Case - iPad		\$ 44.99		35.99
Speck Black/White Plaid Shell - iPhone 4		\$ 29.99	\$	23.99
Speck Blue/Pink Candy Shell		\$ 34.99		27.99
Speck Candy Shell - Motorola ATRIX 4G		\$ 17.50	5.50	14.00
Speck Chocolate CandyShell Case - iPad		\$ 44.99		35.99
Speck Chocolate/Pink Candy Shell		\$ 34.99		27.99
Speck Mango Orange/Pink CandyShell - HTC Inspire	1	\$ 34.99	157.5	27.99
Speck Pinstripe Snap On Shell - Palm Pixi Plus	75809	\$ 5.00	\$	4.00

Consider Placed Page (P) Page 10100	75919	\$	5.00	\$	4.00
Speck Plaid Shell - BlackBerry(R) Pearl 9100	40069	\$	1000000000	\$	24.00
Speck Polka Dots Pattern Shell - HTC Status	74643	\$	34.99	\$	27.99
Speck Purple Candy Shell - HTC Inspire 4G	75512	\$	34.99	\$	27.99
Speck Purple Candy Shell - iPhone 3G & 3GS	74168	\$	34.99	\$	27.99
Speck Purple Candy Shell - iPhone 4	74325	\$	44.99	\$	35.99
Speck Purple CandyShell Case - iPad	40070	\$	35.00	\$	28.00
Speck Purple/Blue CandyShell - HTC Status	20,000,000,000	\$	34.99	\$	27.99
Speck Stone/Green Candy Shell - iPhone 3G & 3GS	74966			900	120000000000000000000000000000000000000
Speck White/Grey CandyShell - HTC Inspire	74952	\$		\$	27.99
Standard 1000 mA Battery - Pantech Laser	72252	\$		\$	23.99
Standard 1150 mA Battery - BlackBerry Pearl 9100	72221	\$		\$	39.99
Standard 1400 mAh Li-Ion Battery - RIM Curve 8900	75384	\$		\$	39.99
Standard 1500 mA Battery - Motorola Bravo	72150	\$		\$	36.79
Standard 900 mA Battery - AT&T F160	74358	\$	29.99	\$	23.99
Standard 930 mA Battery - Pantech	75187	\$	COMUSANIA SERVICE	\$	33.59
Standard Battery	75072	\$	44.99	\$	35.99
Standard Battery - 1250 mAh - HTC Status	40115	\$	35.00	\$	28.00
Standard Battery - 1500 mAh - LG Thrill	40094	\$	MUCCONSECUTATIONS	\$	31.99
Standard Battery 1200 mA - HTC Surround	72280	\$		\$	35.99
Standard Battery 1300 mA - HTC Freestyle	74352	\$		\$	27.99
Standard Battery 1300 mA - HTC Inspire	74984	\$		\$	27.99
Standard Battery 1500 mA - LG Phoenix	74985	\$	140000000000000000000000000000000000000	\$	31.99
Standard Battery 1930 mA - Motorola Atrix 4G	74409	\$	49.99		39.99
Standard Battery 900 mAh - Huawei Murphy	40475	\$	25.00		20.00
Standard Battery 910 mA - Motorola	75326	\$	44.99	0.00	35.99
Standard Dock - Motorola ATRIX 4G	74976	\$	37.50	\$	30.00
Standard Li-lon 1000 mA Battery - LG	75655	\$	54.99	\$	43.99
Standard Li-lon 1000 mA Battery - LG CU515	71641	\$	12.49	\$	9.99
Standard Li-Ion 1000 mA Battery - Pantech Pursuit II	40032	\$	41.99	\$	33.59
Standard Li-Ion 1000 mA Battery - Samsung	75295	\$	41.99	\$	33.59
Standard Li-Ion 1100 mA Battery - HTC PURE	75588	\$	49.99	\$	39.99
Standard Li-Ion 1130 mA Battery - Motorola	75139	\$	59.99	\$	47.99
Standard Li-Ion 1150 mA Battery - Samsung	75637	\$	29.99	\$	23.99
Standard Li-lon 1150 mA Battery - Palm	75835	\$	39.99		31.99
Standard Li-lon 1200 mA Battery - UTStarcom	75135	\$	41.99		33.59
Standard Li-lon 1240 mA Battery - Sharp	72224	\$	29.99		23.99
Standard Li-lon 1270 mA Battery - Sharp Standard Li-lon 1270 mA Battery - Blackberry (R) Torch (TM)	75991	\$	49.99		39.99
Standard Li-1011 1270 IIIA Battery - Blackberry (Ny 101011 (11m)	70001	1 4	.5.00	1	55.55

Standard Li-Ion 1300 mA Battery	71797	\$ 41.99	\$	33.59
Standard Li-lon 1320 mA Battery - Pantech	75262	\$ 41.99		33.59
Standard Li-lon 1350 mA Battery - HTC	75152	\$ 21.00	\$	16.80
Standard Li-lon 1440 mA Battery - Samsung	75299	\$ 17.50	\$	14.00
Standard Li-lon 1500 mA Battery - Blackberry (R)	75096	\$ 49.99	\$	39.99
Standard Li-lon 1500 mA Battery - LG eXpo	75602	\$ 54.99	\$	43.99
Standard Li-lon 1500 mAh Battery - Impulse 4G by AT&T	40476	\$ 29.00	\$	23.20
Standard Li-lon 1500 mAh Battery - Sony Ericsson Xperia PLAY 4G	40333	\$ 41.00	\$	32.80
Standard Li-Ion 1800 mA Battery	75098	\$ 21.00	\$	16.80
Standard Li-Ion 760 mA Battery	75132	\$ 44.99	\$	35.99
Standard Li-Ion 800 mA Battery	75124	\$ 44.99	\$	35.99
Standard Li-lon 800 mA Battery	75102	\$ 41.99	\$	33.59
Standard Li-lon 800 mA Battery - LG	75302	\$ 49.99	\$	39.99
Standard Li-Ion 860 mA Battery - Nokia	75171	\$ 44.99	\$	35.99
Standard Li-lon 860 mAh Battery - Nokia	75626	\$ 49.99	\$	39.99
Standard Li-lon 880 mA Battery - Samsung	75216	\$ 29.99		23.99
Standard Li-Ion 900 mA Battery	71711	\$ 41.99	\$	33.59
Standard Li-Ion 900 mA Battery	71794	\$ 49.99		39.99
Standard Li-lon 900 mA Battery - LG	75071	\$ 44.99		35.99
Standard Li-lon 900 mA Battery - LG	75816	\$ 49.99		39.99
Standard Li-lon 900 mAh Battery - LG Shine II	75603	\$ 49.99		39.99
Standard Li-lon 920 mA Battery	75104	\$ 41.99		33.59
Standard Li-lon 930 mA Battery - Pantech	75138	\$ 41.99		33.59
Standard Li-lon 930 mA Battery - Pantech Reveal	75574	\$ 29.99		23.99
Standard Li-Ion 930 mAh Battery - Pantech Impact	75632	\$ 29.99	11.7	23.99
Standard Li-lon 960 mA Battery	75118	\$ 41.99		33.59
Standard Li-lon Battery	71343	\$ 49.99		39.99
Standard Li-lon Battery - Garmin	75528	\$ 34.99		27.99
Standard Li-lon Battery - HTC Tilt 2	75587	\$ 49.99		39.99
Standard Li-lon Battery - HTC X-WING	74793	\$ 34.99		27.99
Standard Li-lon Battery - Nokia	75505	\$ 59.99		47.99
Standard Li-lon Battery - Pantech P8000	74772	\$ 24.99		19.99
Standard Li-lon Battery - Samsung	72222	\$ 29.99		23.99
Standard Li-lon Battery - Samsung Infuse	74816	\$ 29.99		23.99
Standard Li-lon Battery 1000 mA - Pantech	75818	\$ 29.99		23.99
Standard Li-lon Battery 1000 mA - Samsung A717	71469	\$ 41.99	10.0	33.59
Standard Li-lon Battery 1140 MA - Motorola Karma	75391	\$ 21.00	\$	16.80

Standard Li-lon Battery 1250 mA - Sony Ericsson	72225	\$ 64.99	\$	51.99
Standard Li-lon Battery 1300 mA - Samsung	75874	\$ 100 Magazinas	\$	23.99
Standard Li-lon Battery 1400 mA	71438	\$	\$	35.99
Standard Li-lon Battery 750 mA	71346	\$ 41.99	\$	33.59
Standard Li-lon Battery 800 mA - Samsung	71473	\$ W. 1970 S. 25 (11) E. 55 (11)	\$	4.00
Standard Li-Poly 1590 mA Battery - HP Glisten	75724	\$ 	\$	71.99
Standard Li-Poly 930 mA Battery	71612	\$	\$	47.99
Standard Ii-lon 950 mA Battery - LG	75301	\$	\$	20.00
Stereo Headset	71369	\$ 5.00	\$	4.00
Stereo Headset - Apple iPhone	71565	\$ 29.99	\$	23.99
Stereo Headset - LG	75265	\$ 29.99	\$	23.99
Stereo Headset - Samsung	75157	\$ 26.99	\$	21.59
Stereo Headset - UT Starcom	75217	\$ 26.99	\$	21.59
TTY Adapter - Apple iPhone	71597	\$ 19.99	\$	15.99
Targus 2-in-1 Stylus	74929	\$ 24.99	\$	19.99
Targus Stylus - all Touch Screens (iPad and iPhone compatible)	74974	\$ 19.99	\$	15.99
Third Rail Slim Battery & Case for iPhone 4	40488	\$ 89.00	\$	71.20
Travel Charger	71275	\$ 29.99	\$	23.99
Travel Charger	71268	\$ 29.99	\$	23.99
USB Charging Cable - Micro USB	75791	\$ 9.99	\$	7.99
USB Charging Cable - Pantech 18-pin	75793	\$ 9.99	\$	7.99
USB Charging Cable - Samsung S20	75792	\$ 9.99	A-9-10 A	7.99
USB Charging Cable - Sony Ericsson FastPort	75831	\$ 9.99	\$	7.99
USB Charging Cable - Universal Mini USB	75832	\$ 9.99		7.99
USB Charging Cable - iPhone	75790	\$ 9.99		7.99
USB Charging/Data Cable - Samsung Galaxy Tab	74562	\$ 19.99		15.99
USB Data Cable	75029	\$ 19.99		15.99
USB Data Cable	75028	\$ 10.00		8.00
USB Data Cable - Universal Micro USB	71798	\$ 19.99		15.99
USB Data Cable - Universal Mini USB	75033	\$ 19.99		15.99
Vehicle Dock - Motorola ATRIX 4G	74978	\$ 30.00		24.00
Vehicle Mount - Samsung Infuse 4G	74965	\$ 34.99		27.99
Ventev Black Plastic Holster - Samsung Rugby II	75819	\$ 19.99		15.99
Ventev Black Snap On Shell With Integrated Stand -LG VU Plus	75733	\$ 5.00		4.00
Ventev Black Soft Touch Texter Case - Samsung Flight II	75923	\$ 29.99		23.99
Ventev Versa His Duo Shell - iPhone 4	74185	\$ 15.00		12.00
Wall Charger - Acer Iconia Tab 501	40575	\$ 30.00	\$	24.00

Wall Charger - Samsung Galaxy Tab	74561	\$ 49.99	\$ 39.99
White and Red Feather Shell 2-Pack - Blackberry (R) Curve 8900	75330	\$ 5.00	\$ 4.00
ZAGGwipes - Universal	74534	\$ 4.99	\$ 3.99
iFrogz Black BackBone Case - iPad2	40038	\$ 34.99	\$ 27.99
iFrogz Black Leather Folio Case - iPad2	40000	\$ 42.00	\$ 33.60
iFrogz Black Luxe Case - iPhone 4	74186	\$ 29.99	\$ 23.99
iFrogz Black Shell Case - iPhone 3G	74541	\$	\$ 23.99
iFrogz Black/Gray Neoprene Sleeve - iPad	74316	\$ 1000 1000000000000000000000000000000000	\$ 27.99
iFrogz Black/Grey Rugged BullFrogz Case - iPhone 4	40196	\$ 100000000000000000000000000000000000000	\$ 31.20
iFrogz Black/Red Rugged BullFrogz Case - iPhone 4	40197	\$ 	\$ 31.20
iFrogz Blue Frost Phase Case - iPhone 4	74342	\$ TO STORY OF THE	\$ 23.99
iFrogz Blue Luxe Case - Impulse 4G by AT&T	40484	\$ NEDELBIEVE	\$ 24.00
iFrogz Blue Luxe Case - iPad	74318	\$ 44.99	\$ 35.99
iFrogz Blue Luxe Case - iPhone 4	74173	\$ 29.99	\$ 23.99
iFrogz Blue Select Case - iPhone 4	74188	\$ 	\$ 12.00
iFrogz Blue Shell Case - iPhone 3G	75609	\$ 29.99	\$ 23.99
iFrogz Blue/Black Rugged BullFrogz Case - iPhone 4	40199	\$ 39.00	\$ 31.20
iFrogz CLEAR Backbone Case - iPad2	40039	\$ 34.99	\$ 27.99
iFrogz Creme BackBone Case - iPad2	40042	\$ 	\$ 27.99
iFrogz DUO Yellow/Green Fusion Case - iPhone 4	74204	\$	\$ 12.00
iFrogz Gray BackBone Case - iPad2	40044	\$ 34.99	\$ 27.99
iFrogz Green BackBone Case - iPad2	40045	\$ 100000000000000000000000000000000000000	\$ 27.99
iFrogz Light Blue BackBone Case - iPad2	40037	\$ 110-100-2-0-011-0-2-0-0	\$ 27.99
iFrogz Light Blue/Grey Rugged BullFrogz Case - iPhone 4	40203	\$ 	\$ 31.20
iFrogz Light Orange/Grey Rugged BullFrogz Case - iPhone 4	40204	\$	\$ 31.20
iFrogz Light Pink/Grey Rugged BullFrogz Case - iPhone 4	40202	\$ 1 (40.00)	\$ 31.20
iFrogz Luxe Earphones - Black	40098	\$	\$ 20.00
iFrogz Luxe Earphones - Pink	40100	\$	\$ 20.00
iFrogz Luxe Earphones - Silver	40099	\$ Administration of the second	\$ 20.00
iFrogz Luxe Earphones Blue	40101	\$ 	\$ 20.00
iFrogz Navy Blue BackBone Case - iPad2	40040	\$	\$ 27.99
iFrogz Orange BackBone Case - iPad2	40046	\$ 1997	\$ 27.99
iFrogz Pink BackBone Case - iPad2	40043	\$ C-50 / A-50 / T-60 /	\$ 27.99
iFrogz Pink Luxe Case - Impulse 4G by AT&T	40485	\$ 	\$ 24.00
iFrogz Pink Luxe Case - iPhone 4	74174	\$	\$ 23.99
iFrogz Pink/Black Rugged BullFrogz Case - iPhone 4	40200	\$ 39.00	\$ 31.20
iFrogz Pink/Gray Neoprene Sleeve - iPad	74320	\$ 34.99	\$ 27.99

iFrogz Pink/Purple Fusion Case - iPad	74317	\$ 44.99	0.0400	35.99
iFrogz Pink/Purple Select Case - iPhone 4	74187	\$ 15.00		12.00
iFrogz Purple Luxe Case - iPhone 4	74172	\$ 29.99		23.99
iFrogz Purple Luxe Transition Case - iPhone 3G & 3GS	75798	\$ 29.99		23.99
iFrogz Red Luxe Case - iPad	74319	\$ 44.99	_	35.99
iFrogz Red Shell Case - iPhone 3G	75605	\$ 29.99		23.99
iFrogz Sahara BackBone Case - iPad2	40041	\$ 34.99	\$	27.99
iFrogz White/Grey Rugged BullFrogz Case - iPhone 4	40198	\$ 39.00	\$	31.20
iFrogz Yellow/Black Rugged BullFrogz Case - iPhone 4	40201	\$ 39.00	\$	31.20
iGo Tip Pack	71791	\$ 5.00	\$	4.00
iGo Tip Pack - AT&T & Blackberry (R) Smartphones	75449	\$ 5.00	\$	4.00
iGo Tip Pack - Jawbone 2	75325	\$ 5.00	\$	4.00
iHome IMH79B Mini Stereo Speaker System	72229	\$ 49.99	\$	39.99
iHome iP16 Alarm Clock Dock - All iPhone	74348	\$ 59.99	\$	47.99
iSound AV Cable - iPhone	75327	\$ 44.99		35.99
iSound Back-up Battery 16,000 mAh - Universal	40487	\$ 129.00	\$	103.20
offGRID(TM) Rechargeable Battery Back-Up Case for Samsung INFUSE 4G	74904	\$ 69.99	\$	55.99

CPHONE11

COST SHEET 4 (of 5)

Items – These are samples – please add items that you normally sell with your product line.

Manufacturer/Model - provide manufacturer and model number

Length of Warranty - provide length of warranty

Price Per Unit – provide price per unit

Optional yearly warranty - provide price for additional year after length of warranty included in price

TEM MANUFACTURER/MODEL		LENGTH OF WARRANTY	PRICE PER UNIT	OPTIONAL YEARLY WARRANTY
Netbook/Tablet Devices				
iPad	Apple	Manufacturer Warranty	See Cost Sheet 1	See Manufactuere Web Page
iPad 2	Apple iPad 2 - 16 GB	Manufacturer Warranty	See Cost Sheet 1	See Manufactuere Web Page
iPad 2	Apple iPad 2 - 32 GB			
iPad 2	Apple iPad 2 - 64 GB			
Tablet	Samsung Galaxy Tab	Manufacturer Warranty	See Cost Sheet 1	See Manufactuere Web Page
Tablet	HTC JetStream 4G	Manufacturer Warranty	See Cost Sheet 1	See Manufactuere Web Page
Tablet	Acer Iconia A501	Manufacturer Warranty	See Cost Sheet 1	See Manufactuere Web Page
Neat and t	Dell Inquiren Mini 1012	Manufacturar Marranty	See Cost Sheet 1	See Manufactuere Web Page
Netbook	Dell Inspiron Mini 1012	Manufacturer Warranty	see cost sneet 1	See Manufactuere web rage
Netbook	Dell Inspiron Mini 10 HD	Manufacturer Warranty	See Cost Sheet 1	See Manufactuere Web Page

CPHONE 11 COST SHEET 5 (of 5)

Please identify and describe any fees that will be added to your costs, i.e., USF fee.

FEES	DESCRIPTION
USF	Please see attached description. Maximum Fee - 14.4%
State of WV 911 Fee	Please see attached description. USF Fee - \$3.00
Regulatory Cost Recovery Charge	Please see attached description. Regulatory Cost Recovery Charge - \$1.09
411 Fee	\$1.99 per call
IP Address	\$3.00 per Month

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

200.000.000.000.000	3月 (本語) - 10月 (本語)	
1.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,	•
********	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has	3
_	maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,	3
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,	3
3.	Application is made for 2.6% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,	B
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,	
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,	t s
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, to purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.	d
requires against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalt such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agenc cted from any unpaid balance on the contract or purchase order.	y
the required	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and ses the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has pal- alred business taxes, provided that such information does not contain the amounts of taxes paid nor any other information If by the Tax Commissioner to be confidential.	d
and ac change	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is tru curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificat as during the term of the contract, Bidder will notify the Purchasing Division in writing immediately. AT&T Mobility National Accounts LLC dba AT&T Mobility Signed:	0
Bidder:		
Date:_	10 14 1) Title: Scott Agnew, Director of Sales	

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

REO NO CPHONE 11

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Gode §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more countles or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more countles or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: AT&T Mobility National Accounts LL0	C dba AT&T Mobility
Authorized Signature: SWI Cy	Date: 10/14/11
state of Maryland	
County of Prince Granges to-wit:	0.11
Taken, subscribed, and sworn to before me this H da	y of <u>CCOCV</u> , 20].
My Commission expires May 1, 2013	
AFFIX SEAL HERE	NOTARY PUBLIC CAPALLY [NUNY/80]
CAROLYN THOMPSON Notary Public! Prince George's County Maryland	
My Commission Expires May 1, 20	Purchasing Affidavit (Ravised 12/16/09)