

February 21, 2012



FLT12014

AT&T
Xora

By DJ Sigman
Government Account Executive
AT&T
816 Lee Street
Charleston, WV 25301
Phone: (304) 932-8194
Email: ds8355@att.com

February 21, 2012

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) #FLT12014 for the Lease of Automatic Vehicle Location (AVL) devices and services. 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:
 - 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
 - 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) #FLT12014 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



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

Request for Quotation

RFQ NUMBER
FLT12014

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

PURCHASING DIVISION
 FLEET MGMT UNIT (IN CARE OF)
 SURPLUS PROPERTY
 2700 CHARLES AVENUE
 DUNBAR, WV
 25064 304-766-2626

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/05/2012				

BID OPENING DATE: 02/08/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-91		
LEASE OF AUTOMATIC VEHICLE LOCATION DEVICES REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE LEASE OF AUTOMATIC LOCATION DEVICES (AVL'S) DATA TRANSMISSION SERVICES, ANCILLARY EQUIPMENT, AND BROWSER CLIENT-SERVER APPLICATION PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID WILL BE HELD ON JANUARY 20, 2012 AT 1:00 PM AT THE AGENCY'S LOCATION AT 2101 WASHINGTON STREET, EAST IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
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).



State of West Virginia
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PAGE
2

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304-558-2596

RFQ COPY

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<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS JANUARY 24, 2012 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. 'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p>						

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..... SIGNATURE COMPANY DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

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PAGE
 5

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<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

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PAGE 6

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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PAGE
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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:			KRISTA FERRELL-FILE 21			
RFQ. NO.:			FLT12014			
BID OPENING DATE:			02/08/2012			
BID OPENING TIME:			1:30 PM			
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						

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8

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***** THIS IS THE END OF RFQ FLT12014 ***** TOTAL: _____						

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**REQUEST FOR QUOTATION
AUTOMATIC VEHICLE LOCATION (AVL) DEVICES AND SERVICES LEASE -
FLT120014/OT2012-211**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "Purchasing Division", is soliciting bids for the Fleet Management Office, hereinafter referred to as "FMO", to establish a Contract to lease automatic vehicle location (AVL) devices, data transmission services, accessories, and ancillary equipment for use on state vehicles owned, leased, rented, operated, managed or administered by FMO. This Contract will not be used to lease cell phones or cell phone accessories.

1 MANDATORY PRE-BID CONFERENCE:

- 1.1 A mandatory pre-bid conference shall be conducted on 20 January 2012 at 1:00 p.m. Eastern Standard Time. Said conference will be held at 2101 Washington Street East, Bldg. 17 (Finance Division), Charleston, West Virginia 25305.

2 PURPOSE:

- 2.1 The purpose of this RFQ is to request bids from responsible Vendors with the intent to award a month-to-month lease Contract to provide automatic vehicle location devices, data transmission services, accessories, and ancillary equipment for use on State vehicles or by state employees.
- 2.2 The State presently utilizes approximately 500 AVL devices and approximately 1,200 data devices (Blackberries, Treos, I-Phone, I-Pad, and similar data devices). FMO plans to increase the number of AVL-equipped vehicles over the standard life of the Contract (subject to appropriation). Estimated quantities by equipment type are provided in the Bid Response Cost Sheet.

3 DEFINITIONS:

The below terms shall be herein defined as:

- A. **"Agency"**: Any entity seeking goods/services under this "Contract".
- B. **"Ancillary equipment"**: Ancillary equipment includes devices or components that are interoperable with AVL devices or support AVL browser client-server application and provide an audible or visual signal to the vehicle driver, e.g., Tom-Tom, Garmin (or equivalent) GPS devices with turn-by-turn directions; Green Road (or equivalent) with red, amber, green light and audible beep or voice reminders (accelerometer and gyroscopic alerts, etc.); DriveCam (or equivalent) forward and rearward facing video capture; radio frequency identification devices, e.g., Inverse, Fuel Master, Zonar (or

equivalents) to record vehicle utilization, fuel use, and compliance with Federal inspection standards.

- C. **“Basic equipment with diagnostics”**: Basic equipment with engine diagnostic capabilities are powered by the vehicle and include engine on/off detection; accelerometer, gyroscopic, geospatial location capability; may be upgradable to support additional functionality e.g., door open/closed, plow up/down, seatbelt on/off, etc.; and may be interoperable with other non-engine diagnostic devices such as employee tracker with panic feature; GPS device, laptop/notebook/notepad computer; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- D. **“Basic equipment without diagnostics”**: Basic equipment without engine diagnostics are powered by the vehicle, or self-contained device battery, or by car charger and include accelerometer, gyroscopic, geospatial location capability, may be interoperable with other AVL devices allowing for retransmission of a panic signal, use of GPS device; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- E. **“Asset tracker”**: A telematic device that that can be self-powered or powered by a vehicle or ancillary equipment; has no diagnostic capability; can be permanently affixed to an asset, temporarily affixed, or hand-carried; and can be a data logger (see “Data logger” below).
- F. **“Automatic vehicle location (AVL) device”**: Automatic vehicle location devices (also referred to as telematic devices) are used to log data about a vehicle, asset, or employee and transfer information as data over a distance without the use of enhanced electrical conductors or wires.
- G. **“Contract”**: the binding agreement that is entered into between the State of West Virginia and Vendor(s) to provide the services as herein specified.
- H. **“CDMA” or “Code Division Multiple Access”**: A competing cell phone service technology to GSM, which is the world’s most widely used cell phone standard.
- I. **“Data logger”**: Any device capable of storing data during periods of intermittent or no data service availability and later transmitting that data when data service is restored to a hub, host, or browser client-server AVL application.
- J. **“Data Roaming”**: Data roaming will apply only when the user is outside of the “home area/local data transmission footprint”. Roaming is defined as the

area beyond the bordering counties in adjoining states within the continental United States.

- K. **“DSP”**: Data transmission service plan
- L. **“ECU”**: Engine Control Unit
- M. **“GPS”**: Global Positioning System
- N. **“GPSR”**: Global Positioning System Receiver
- O. **“Home area/local data transmission footprint”**: Geographic West Virginia, and bordering counties located in adjoining states, will be considered the “home area”, or local data transmission footprint, for all services related to this RFQ.
- P. **“J-1708/J-1939”**: The standard schema used for serial communications between ECUs on heavy-duty vehicles and also between a computer and the vehicle.
- Q. **“Manufacturer”**: the company who produces the equipment.
- R. **“OBD-II”**: On-board Diagnostic vehicle computer. The OBD-II specification provides for a standardized hardware interface—the female 16-pin (2x8) J1962 connector.
- S. **“Ping rate”**: The intervals or frequency of data transmission by the AVL device during a 60-minute period.
- T. **“Roaming Cost”**: Charges that apply only when the user is outside of the “home area/local data transmission footprint”. Roaming is defined as the area beyond the bordering counties in adjoining states within the continental United States.
- U. **“SAE”**: Society of Automotive Engineers
- V. **“Sets/kits/outfits”**: Additional hardware, adapters, or manufacturer-specific tools necessary to install AVL device or ancillary equipment.
- W. **“State”**: The State of West Virginia and any of its agencies, boards, commissions, or other subdivisions.
- X. **“Vendor(s)”**: The successful bidder(s). Section 7.0, provides additional detail on multiple award procedures.

4 SCOPE OF WORK:

4.1 **AVL Device Categories:** Vendor must lease one or more item or service from the following AVL device categories to FMO. Cost of leasing an item or service from a device category must be identified on the Cost Proposal Bid Sheet.

4.1.1 Employee tracking device (key fob) with panic feature

4.1.2 Data logger without engine diagnostics

4.1.3 Data logger with visual/audible driver alerts and engine diagnostics

4.1.4 Data logger with video capture and without engine diagnostics

4.2 AVL Device Category Requirements:

4.2.1 Any lease of an AVL Device Category shall include:

4.2.1.1 A statewide AVL device data transmission service plan based on a device "ping" interval rate of five (5) minutes, and

4.2.1.2 A browser client-server application that can be used to pinpoint the location of an AVL device, provide real-time reporting, modify organizational hierarchy/device/employee, use dynamic application filtering, and ad-hoc reporting interface including breadcrumb, geofence, landmark, odd-hours, inspection compliance (RFID equipped vehicle) etc.

4.2.2 AVL device data transmission services shall include:

4.2.2.1 Logging and retention of data,

4.2.2.2 Wireless transmission of data,

4.2.2.3 Browser client-server application services,

4.2.2.4 CDMA or GPRS data transmission, and

4.2.2.5 Data transmission service plan.

4.2.3 AVL devices, ancillary equipment, and accessories shall include:

- 4.2.3.1 OBD-II and SAE J-1708/J-1939 schema compliance,
 - 4.2.3.2 Maintenance, and
 - 4.2.3.3 Support services.
- 4.2.4 Any purchase of a device from an AVL Device Category shall include a basic equipment package for month-to-month lease to the State. The basic equipment package shall include:
- 4.2.4.1 A state-selected AVL device,
 - 4.2.4.2 Mounting sets/kits/outfits,
 - 4.2.4.3 External antenna if required by the device,
 - 4.2.4.4 Ancillary equipment,
 - 4.2.4.5 Battery for asset and employee tracker,
 - 4.2.4.6 Alternating current (AC) car adapter/charger for asset and employee tracker,
 - 4.2.4.7 Device installation, and
 - 4.2.4.8 User manual.
- 4.2.5 Basic equipment with engine diagnostic capabilities shall be powered by the vehicle and include:
- 4.2.5.1 Engine on/off detection,
 - 4.2.5.2 Accelerometer,
 - 4.2.5.3 Gyroscope,
 - 4.2.5.4 Geospatial location capability,
 - 4.2.5.5 Interoperability with other AVL devices allowing for retransmission of a panic signal, use of GPS device; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc., and

4.2.5.6 Interoperability with other monitoring AVL devices allowing for the logging of diverse vehicle functions, e.g., door open/closed, plow up/down, seatbelt on/off, etc.

4.2.6 Basic equipment without engine diagnostics will be powered by:

4.2.6.1 The vehicle,

4.2.6.2 Self-contained device battery, and

4.2.6.3 Car charger.

4.2.7 Basic equipment without engine diagnostics will include:

4.2.7.1 Accelerometer,

4.2.7.2 Gyroscope,

4.2.7.3 Geospatial location capability,

4.2.7.4 Interoperability with other AVL devices allowing for retransmission of a panic signal, use of GPS device; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc., and

4.2.7.5 Interoperability with other monitoring AVL devices allowing for the logging of diverse vehicle functions, e.g., door open/closed, plow up/down, seatbelt on/off, etc.

4.3 Vendor(s) shall provide the following services at no additional cost.

4.3.1 For data loggers with engine diagnostics: Browser client-server application for real-time reporting of device location, stop-detail, speed, fuel economy or use, odometer, vehicle inspection compliance (RFID equipped vehicle) and engine diagnostic codes. Additional functionality to modify organizational hierarchy/device/driver, use of dynamic application filtering, and ad-hoc reporting including breadcrumb, geofence, landmark, odd-hours, etc.

4.3.2 For data loggers without engine diagnostics: Browser client-server application for real-time reporting of device location, vehicle inspection compliance (RFID equipped vehicle) and stop-detail. Additional functionality to modify organizational hierarchy/device/employee, use of dynamic application filtering, and ad-hoc reporting including breadcrumb, geofence, landmark, odd-hours, etc.

- 4.3.3 No roaming charges or fees for data transmission service plans within West Virginia and the bordering counties of adjoining states.
- 4.3.4 Upgrades or downgrades to service plans by FMO as needed, with no limits.
- 4.3.5 Cancellation of service at the end of the regular billing cycle without early termination fees.

4.4 AVL Device Activation:

- 4.4.1 Vendor shall activate service on new AVL devices when shipped.

4.5 Application Security:

- 4.5.1 The Vendor(s)' browser client-server application must provide the ability to provide user authentication, strong passwords, action selection for a maximum number of failed logon attempts, application lock, an inactivity timeout, and certificate delivery.

5 REQUIREMENTS: ORDERING, LEASE SERVICE, SUPPORT, REPORTING AND BILLING

5.1 Ordering:

- 5.1.1 The Vendor(s) shall provide activation of new service at no additional charge.
- 5.1.2 Devices must be signed for at delivery by FMO.

5.2 Lease Service:

- 5.2.1 The FMO plans to enter into device leasing agreements for an indefinite quantity of AVL devices in the various device categories outlined Paragraph 4.
- 5.2.2 Lease Agreement Requirements: The lease agreement proposed by the Vendor (hereafter referred to as SLA) should include the following requirements. Failure of the lease agreement to include the requirements listed below may result in the disqualification of Vendor's bid. The State reserves the right to require modification of the Vendor's proposed lease agreement prior to awarding the Contract.

- 5.2.2.1 The Vendor's lease agreement must comply with any and all constitutional, statutory, and regulatory requirements of the State of

West Virginia. Compliance may require that the WV-96 Agreement Addendum be utilized to modify the SLA. A copy of the WV-96 is attached hereto as Exhibit A.

- 5.2.2.2 Each SLA will be a separate, independent lease agreement relating solely to the device(s) named therein. Each SLA will therefore be separate and distinct from each other SLA and any other agreement between the FMO and the Vendor.
- 5.2.3 Lease payments cannot be transferred or assigned by the Lessor (hereafter referred to as Vendor) to a subcontractor, third-party payment service, assignee, or finance company without prior written approval by the Lessee (hereafter referred to as the FMO), the Purchasing Division, and the West Virginia Attorney General's Office (as to form). Such approval is at the sole discretion of FMO, the Purchasing Division, and the Attorney General's Office (as to form).
- 5.2.4 The initial term of the SLA shall be twelve (12) months. The initial term shall commence on the date that each device is delivered to the FMO. Upon expiration of the initial lease term, the SLA shall continue on a month-to-month basis until the FMO notifies the Vendor of its intent to terminate the SLA by providing notice of termination. The SLA shall terminate immediately upon FMO providing such notice.
- 5.2.5 The FMO will furnish written orders for devices to be leased, specifying make, model, and installation requirements including any required modification or upfitting (manufacturer or third party).
- 5.2.6 The FMO shall not cause any lien to be attached to any device without the prior written consent of the Vendor. Authority to sign device lease agreements on behalf of the FMO rests with the Executive Director, FMO and DOA Fleet Manager.
- 5.2.7 The FMO intends to sub-lease the devices in this Contract to other state governmental entities. In the event that FMO sub-leases any devices subject to this Contract to be used or operated by any present or future subsidiary, parent or affiliate of the FMO (hereafter referred to as "Related Governmental Entity"), The FMO agrees that notwithstanding: (a) use or operation by a Related Governmental Entity; and (b) any payment made by a Related Governmental Entity with respect to any device, all such devices shall at all times remain subject to the terms and conditions of this Contract and the FMO shall at all times retain authority under this Contract. Changes to or modifications of this Contract require approval of the FMO, Purchasing Division, and the West Virginia Attorney General' Office (as to form).

5.2.8 This Contract and any service or program described herein shall remain in effect until canceled by any party upon thirty-days written notice to the other party. Upon termination of this Contract, all SLA's in the initial term shall remain in effect until the end of the initial term unless the SLA is specifically terminated. Any SLA that is beyond the initial term shall terminate immediately upon termination of this Contract.

5.2.9 The FMO shall notify the Vendor, in writing, of any change in name, address, ownership or control of the FMO. Such notification to be supplied to the Vendor within fifteen (15) days of such change.

5.3 Support:

5.3.1 Vendor(s) shall provide a toll-free support number coverage, staffed by technical personnel, to answer technical questions.

5.3.2 The successful Vendor shall be available to communicate with the Fleet Management Office on regular basis (monthly or quarterly, at FMO's discretion) to discuss the utilization of this Contract and any relevant issues

5.4 Reporting:

5.4.1 Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the FMO. There shall not be any additional charge or commitment for moving a device into a more appropriate data transmission service plan (greater or lesser ping rate per hour). Optimization recommendations must be communicated through a quarterly report. The FMO will use this information for evaluating AVL and ancillary equipment usage, as provided by the Vendor(s).

5.4.2 Vendor(s) shall provide to the FMO an additional monthly report that shows total bytes of usage by AVL device or ancillary equipment serial number, in addition to billing the vehicle using agencies.

5.5 Billing

5.5.1 FMO shall have the ability to change data service plans on a particular AVL device at the end of the regular billing cycle without any fee or charge.

5.5.2 Billing options may include:

5.5.2.1 A separate bill per device requested.

- 5.5.2.2 Aggregate billing by geographic location.
- 5.5.2.3 Aggregate billing.
- 5.5.3 Billing at a minimum should detail, for each AVL device or ancillary equipment on that bill, the following:
 - 5.5.3.1 Vehicle number (last six-digits of VIN) or complete VIN (seventeen alpha/numeric characters)
 - 5.5.3.2 Device Number
 - 5.5.3.3 Data transmission service plan level
 - 5.5.3.4 Cost of data transmission
 - 5.5.3.5 Overage charges, if applicable
 - 5.5.3.6 Fees
- 5.5.4 Vendor(s) shall work directly with the FMO to promptly resolve billing issues.
- 5.5.5 The State will not pay activation fees, disconnection fees, early termination fees, or roaming fees (within the designated "home area"), as part of this Contract.
- 5.5.6 Vendor(s) must include, per AVL device or ancillary equipment 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 fee, or surcharge that is not specifically identified 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.

6 PROPOSAL FORMAT

The bid format should be as follows:

6.1. Cost Proposal Bid Sheet

- 6.1.1 The Vendor is required to quote a fixed price fee for products and services contained in Section 4.0. Specifically, per-device and fixed price per-ping rate or data transmission service plan charges. If no fee will be imposed on

the State, the Vendor should indicate by entering "\$0.00" in the appropriate space provided on the Cost Proposal Bid Sheet.

- 6.1.2 Rebates, incentives, discounts, and reporting frequency must be identified using the unit of measures provided on the Cost Proposal Bid Sheet (dollars, percentage, time period, transaction type, etc.).
- 6.1.3 No separate reimbursement will be made to the Vendor(s) for travel, or any other expense or service.

7 AWARD

- 7.1 This Contract may consist of awards to multiple Vendor(s) required to cover all the features as described in the RFQ. FMO will obtain service from the lowest cost Vendor as long as the lowest cost Vendor can provide the device, service requirements, and features that meet its needs. When FMO needs automatic vehicle location devices, ancillary equipment, or data transmission services (or have device or service requirements) that cannot be met by the lowest cost Vendor, FMO will obtain service from the Vendor with the next lowest cost and so on.
- 7.2 The State reserves the right to award to one Vendor or to split the award to multiple Vendors based on what is in the best interest of the State.
- 7.3 The Vendor(s) are 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 shall consider the Vendor(s) to be the sole point of contact with regard to all contractual matters. The Vendor(s) may, with the prior written consent of the State, enter into written subcontracts for performance of work under this Contract; however, the Vendor(s) are totally responsible for the payment of all subcontractors.

8 CHANGES AFTER THE AWARD

- 8.1 Changes
 - 8.1.1 Any changes to this Contract must be approved by the FMO, Purchasing Division, and the West Virginia Attorney General's Office (as to form).
 - 8.1.2 Vendor(s) may present the Executive Director, Fleet Management Office with information about new products, new services and new data transmission service plans offered for the FMO's consideration as well as proposed pricing. Modifications relating to new products and services are permitted only at each renewal date of this Contract. Acceptance or rejection of new products and services is at the sole discretion of the State.

9 MANDATORY REQUIREMENTS

- 9.1. "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.

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.

- 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 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,

- 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,

- Application is made for 2.5% 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,

- 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,

- 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,

- 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, for 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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §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 counties 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 counties 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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____



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

**Request for
 Quotation**

RFQ NUMBER FLT12014

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF: KRISTA FERRELL 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
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AT&T Mobility National Accounts LLC dba: AT&T Mobility
 Attn: Contracts
 1229 Parkway Drive
 Hanover, MD 21076

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PURCHASING DIVISION
 FLEET MGMT UNIT (IN CARE OF)
 SURPLUS PROPERTY
 2700 CHARLES AVENUE
 DUNBAR, WV
 25064 304-766-2626

DATE PRINTED 01/05/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/08/2012		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-91		
LEASE OF AUTOMATIC VEHICLE LOCATION DEVICES						
REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE LEASE OF AUTOMATIC LOCATION DEVICES (AVL'S) DATA TRANSMISSION SERVICES, ANCILLARY EQUIPMENT, AND BROWSER CLIENT-SERVER APPLICATION PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID WILL BE HELD ON JANUARY 20, 2012 AT 1:00 PM AT THE AGENCY'S LOCATION AT 2101 WASHINGTON STREET, EAST IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 501 576-9443	DATE 2/6/2012
TITLE Director of Customer Contracts	FEIN 84-1659970	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for
 Quotation**

RFQ NUMBER FLT12014

PAGE 2

ADDRESS CORRESPONDENCE TO ATTENTION OF: KRISTA FERRELL 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
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AT & T Mobility
 Attn: Contracts
 7229 Parkway Drive
 Hanover, MD. 21076

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PURCHASING DIVISION
 FLEET MGMT UNIT (IN CARE OF)
 SURPLUS PROPERTY
 2700 CHARLES AVENUE
 DUNBAR, WV
 25064 304-766-2626

DATE PRINTED 01/05/2012	TERMS OF SALE	SHP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/08/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS JANUARY 24, 2012 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITOUT THE EXPRESS WRITTEN CONSENT OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 301 576-5443	DATE 2/6/2012
TITLE Director of Customer Contracts	FEIN 84-1659970	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for
 Quotation**

RFO NUMBER
 FLT12014

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE
 AT&T Mobility National Accounts LLC dba:AT&T Mobility
 Attn: Contracts
 7229 Parkway Drive
 Hanover, MD 21076

VENDOR

PURCHASING DIVISION
 FLEET MGMT UNIT (IN CARE OF)
 SURPLUS PROPERTY
 2700 CHARLES AVENUE
 DUNBAR, WV
 25064 304-766-2626

SHIP TO

DATE PRINTED 01/05/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/08/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED. EXHIBIT 10 REQUISITION NO.: <i>FLT12014</i> ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: NO. 1 <input checked="" type="checkbox"/> NO. 2 <input checked="" type="checkbox"/> NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 301 576-5443	DATE 2/6/2012
TITLE Director of Customer Contracts	FEIN 84-1659970	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**Request for
 Quotation**

RFQ NUMBER
FLT12014

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

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AT & T Mobility National Accountys LLC dba: AT & T Mobility
 Attn: Contracts
 7229 Parkway Drive
 Hanover, MD 21076

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PURCHASING DIVISION
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 02/08/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>.....</p> <p>SIGNATURE</p> <p><i>At&T Mobility National Accountys LLC dba: AT&T Mobility</i></p> <p>COMPANY</p> <p>2/6/2012</p> <p>DATE</p> <p>.....</p>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>At&T Mobility</i>	301 576 5443	2/6/2012	
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE	
Director of Customer Contracts	84-1659970		

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PAGE
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AT & T Mobility National Accounts LLC dba: AT & T Mobility
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PURCHASING DIVISION
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<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE	<i>[Signature]</i>	TELEPHONE	301 576-5443	DATE	2/6/2012
TITLE	Director of Contracts	FEIN	04-1659970	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia
 Department of Administration
 Purchasing Division
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 Charleston, WV 25305-0130

**Request for
 Quotation**

RFQ NUMBER
FLT12014

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

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

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PURCHASING DIVISION
 FLEET MGMT UNIT (IN CARE OF)
 SURPLUS PROPERTY
 2700 CHARLES AVENUE
 DUNBAR, WV
 25064 304-766-2626

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/05/2012				
BID OPENING DATE: 02/08/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE 301 576-5423	DATE	2/6/2012
TITLE Director of Customer Contracts	FEIN 84-1659970	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

**Request for
 Quotation**

RFQ NUMBER
FLT12014

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

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AT & T Mobility National Accounts LLC aka: AT & T Mobility
 Attn: Contracts
 7229 Parkway Drive
 Hanover, MD 21076

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PURCHASING DIVISION
 FLEET MGMT UNIT (IN CARE OF)
 SURPLUS PROPERTY
 2700 CHARLES AVENUE
 DUNBAR, WV
 25064 304-766-2626

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/05/2012				

BID OPENING DATE: 02/08/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:			KRISTA FERRELL-FILE 21			
RFQ. NO.:			FLT12014			
BID OPENING DATE:			02/08/2012			
BID OPENING TIME:			1:30 PM			
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (301) 576-5443 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Dalton J. Sigman -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	302 576-5443	2/6/2012
TITLE Director of Customer Contracts	FIRM 84-1659970	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
 Department of Administration
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**Request for
 Quotation**

RFQ NUMBER
FLT12014

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

V E N D O R

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

S H I P T O	PURCHASING DIVISION FLEET MGMT UNIT (IN CARE OF) SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR, WV 25064	304-766-2626
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ FLT12014 ***** TOTAL:						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE	TELEPHONE (301) 576-5443	DATE 2/6/2012
TITLE Director of Customer Contracts FEIN 04-1659970	ADDRESS CHANGES TO BE NOTED ABOVE	

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

FLT12014

Rev. 09/08

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.

- 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 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,
- 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,
- Application is made for 2.5% 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,
- 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,
- 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,
- 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, for 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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (**West Virginia Code**, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: AT&T Mobility National Accounts LLC dba:AT & Mobility Signed: 
Date: 2/6/2012 Title: Director of Customer Contracts

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

FLT12014

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §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 counties 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 counties 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 exceeds 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 LLC dba: AT & T Mobility

Authorized Signature: *[Signature]* Date: 2/18/2012 2/21/2012

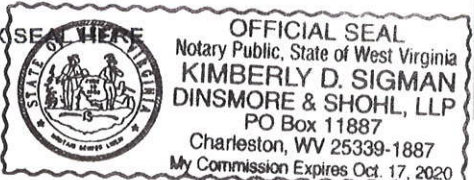
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 21st day of February, 2012

My Commission expires October 17, 2020

AFFIX SEAL HERE



NOTARY PUBLIC *[Signature]*

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 or 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. Activation and Other Processes.

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.

4.2 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 Service 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.

7. 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.

8. Use of Service.

8.1 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.

8.2 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

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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

8.8 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.

8.9 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.

9. Miscellaneous.

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

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.

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 service-providing affiliates.

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AT&T – Special Offer

One Time Retention Credit

Account Credit

- If 500+ CRU lines are active on Fleet Management AMAs on a single FAN at the end of 12 months, the State of West Virginia will receive a \$10,000 one-time lump sum retention credit. Sales is responsible for tracking, implementing, and reporting retention credits. Credits are applied per FAN and any FAN with 500+ lines can receive the credit.

Danielle Hanson
Senior ICB Pricing Manager
AT&T Mobility
Work: 404-986-0617
Mobile: 404-539-2426

AT&T Pooled Telemetry Connect Plans

Title	Price	Code	WV Price
Pooled Telemetry Connect - 10MB	\$20.99	PTCI	\$12.99
Pooled Telemetry Connect - 1MB	\$8.99	PTCJ	\$5.69
Pooled Telemetry Connect - 2MB	\$11.99	PTCK	\$5.99
Pooled Telemetry Connect - 3MB	\$13.99	PTCL	\$6.49
Pooled Telemetry Connect - 4MB	\$15.99	PTCM	\$7.19
Pooled Telemetry Connect - 5MB	\$17.99	PTCN	\$7.99

AT&T Proprietary (Internal Use Only)
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 except under written agreement



AT&T Capital Services, Inc Phone Number (914) 609-0611
 Paul Carbone Fax Number (281) 664-9999
 440 Hamilton Ave Email pc2415@att.com
 White Plains, New York 1060

Proposal Date: February 21, 2012 Opportunity #: 1-39534302
 End-User Name: State of West Virginia
 Project Name:

AT&T Capital Services, Inc. is pleased to provide the following proposal for the lease of Equipment, Services and/or Maintenance as submitted to us. AT&T Capital Services, Inc. provides customer financing for various products. Our understanding of communication products and markets allows us to offer financing programs at competitive rates and to accommodate your needs over the life of the financing arrangement.

PROPOSAL SUMMARY

Equipment/Services Description	"Enter Equipment/Services Description"		
Lease Structure	Municipality Lease Monthly Payments In Advance <u>Applicable Sales, Use and Property Taxes will be additional.</u> Insurance is the responsibility of Lessee. Shipping costs and/or Travel Expenses are not included in pricing.		
Scheduled Lease Commencement	Price assumptions are based on the Lease Commencement date:	"COMM DATE"	

OPTION 1

Equipment Cost

Equipment Cost	Lease Type	Lease Term	Lease Rate Factor	Monthly Payments In Advance	US T-Bill Rate *	Initial
\$2,793,000.00	\$1.00	12	0.084580	\$236,231.94	T-bill	

FOR LESSEE: PLEASE INITIAL APPLICABLE OPTION(S) ABOVE

Payments & Indexing	The lease rates are indexed to like-term US Treasury Bills for the week of: <u>January 2, 2012</u> Any increase or decrease in the corresponding US Treasury Bills will cause the lease rate factor to be adjusted point for point at the time of lease commencement.
Additional Taxes	Pricing above excludes all applicable taxes unless noted. Lessee shall be responsible to pay those taxes and fees described in the lease.
Convert to Cash Sale	Lessee's failure to execute an Equipment Acceptance relative to this lease within ninety (90) days of the Lessee's first functional use of the system will result in this lease converting to a cash sale.
Progress Payments	The above lease rates do not include any additional interest expense for progress payments which are required by AT&T Capital Services, Inc. on all transactions with installations exceeding 60 days. Progress payments will be financed through AT&T Capital Services, Inc. at Prime Rate plus 2% at time of funding.
Expiration Date	This offer expires 30 days from the date of this proposal. If, for any reason, we fail to consummate a mutually satisfactory agreement by this date, we reserve the right to withdraw this offer and/or modify its terms.
UCC's	Lessee hereby grants to Lessor permission to file any and all UCC Financing Statements, which in Lessor's discretion are necessary or proper to secure Lessor's interest in the Equipment and/or Services in all applicable jurisdictions.
Credit Approval	This proposal is subject to final investment committee approval and mutually acceptable documentation. Upon Lessee's acceptance of this lease proposal, AT&T Capital Services, Inc. will require a copy of Lessee's latest Audited Financial Statements**. <u>Credit approval is not final until AT&T Capital Services, Inc. has reviewed these statements and approved the credit.</u> ** Financial Statements Required: Auditor's Report, Balance Sheet, Income Statement, Cash Flow Statement and Accompanying Notes that apply to the above described Financial Statements.

Comments

Proposal Date: February 21, 2012

Opportunity #: 1-39534302

End-User Name: State of West Virginia

Lessee and AT&T Capital Services, Inc. agree that the contents of this letter are confidential and are provided solely for the purposes described herein. This proposal may not be relied upon by any third party without AT&T Capital Services, Inc.'s prior written consent, and Lessee will not deliver, display or otherwise disclose the contents of this letter to any third party without AT&T Capital Services, Inc.'s prior written consent.

If the above offer is acceptable to you, please approve below and return to me via fax at (281) 664-9999 or email to pc2415@att.com. Upon formal credit approval, our Contract Administration Department will then prepare and send our contract to you. We look forward to an opportunity to be of service to you. If you should have any questions, please do not hesitate to contact me at (914) 609-0611.

NOTE: A SIGNED AT&T EQUIPMENT/SERVICES CONTRACT IS REQUIRED BEFORE ORDER CAN BE PROCESSED.

Sincerely,

Paul Carbone

Paul Carbone
Sr. Regional Manager
AT&T Capital Services, Inc.

Lessee Acceptance:

#REF!

"Enter Customer Address"

"Enter Customer Address"

By: _____
Title: _____
Date: _____

Xora GPS TimeTrack In-Vehicle from AT&T®

GPS TimeTrack In-Vehicle tracks the real-time location speeds and stop times of your fleet using a hard-mounted tracking unit that is hidden away in the vehicle.

1. What is it?

GPS TimeTrack In-Vehicle enables companies of all sizes to easily locate and manage mobile vehicles and assets. Professionally installed GPS modems provide accurate location, speed and stop information which is viewable on a secure, password protected website.

2. What is the business problem?

Businesses with mobile workers, vehicles and assets don't have visibility into their locations and deliveries. As a result, they can't accurately offer ETAs to customers, dispatch a vehicle closest to a customer requirement or get control of miles driven and fuel costs.

3. How does GPS TimeTrack solve this problem?

GPS TimeTrack provides real-time tracking data on the whereabouts of mobile vehicles and assets. Managers can see locations on web-based maps and be notified of excessive speeding or stop times, movement of the vehicle in specific geographic areas (geofencing) and excessive engine idling.

Benefits

- Reduce Mileage, Save on fuel, go green – Location tracking, improved dispatch efficiencies, route auditing and speeding reports lead to reduced fuel consumption and bottom line savings while helping keep the environment clean
- Increase Productivity – Optimized routing and real-time monitoring leads to better utilization of mobile resources and helps keep operational costs down
- Improve driver safety – Detailed reports and alerts help identify drivers that need coaching
- Monitor un-authorized vehicle usage

The screenshot shows the Xora GPS TimeTrack web interface. At the top, there's a navigation bar with options like Home, Location, Reports, Time, Job, Dispatch, Messaging, Vehicles, Setup, and My Account. Below the navigation bar, there's a map showing a street view of an area with a red box highlighting a specific location. To the right of the map, there's a sidebar with various settings and information. Below the map, there's a table with columns for Date, Time, Direction, Speed (mph), Fuel, Mile and Lurch, and Event Log. The table contains several rows of data, including vehicle IDs, times, directions, speeds, fuel consumption, and event logs.

The screenshot shows the BlackBox Switch Report web interface. It features a form for selecting a user and a date range. The user selected is "55124 Richard Falkowski" and the date range is "16-OCT-08" to "16-OCT-08". There's a "Show Report" button at the bottom right.

BlackBox Switch Report
(Report generated on Thu Oct 16 18:31:25 PDT 2008) Download as Spreadsheet

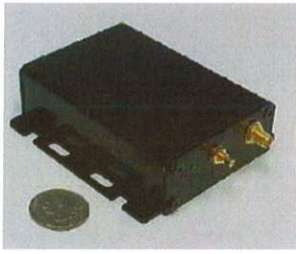
55124 Richard Falkowski

Switch Details				
Date	Switch	On	Off	On Duration (hh:mm)
15-OCT-08	Ignition	On 11:18 AM 2329 Julia Ln, MERCED, CA, 95340	Off 12:40 PM 2493 H Renn Ave, Fresno, CA, 93727	1:22

Switch Summary

GPS TimeTrack for vehicles helps locate and manage your mobile resources while delivering quick ROI and bottom line savings.





Hardware Specifications

- GNX5-P Dimensions: 4" (L) x 3.5" (W) x 1" (H)
- Weight: 8 oz (220 grams)
- Quad Band AT&T GSM/GPRS Modem
- Autonomous GPS
- Hard-wired to vehicle's 12V battery

- Temperature, vibration and shock resistant
- Cabled connection to 4 additional sensor inputs
- Remote configuration support
- Over-The-Air Firmware upgrades

How to Buy?

Contact your AT&T Representative for a comprehensive quotation.

Notes

*Subject to availability of wireless service/coverage.

Features

- Location tracking on Google Maps
- Geofencing to track movement in and out of designated areas on a map*
- Alerts for speeding, stops, engine idling, geofence breaks
- Store and forward support ensures that data is not lost when vehicle travels out of wireless coverage
- Detailed mileage and breadcrumb reports
- Ignition on/off detection and engine on-time reporting
- A single Web interface to view data from In-Vehicle GPS modems and GPS-enabled handsets
- Monitoring of up to 4 Digital switches (e.g.: door open, lights on/off)
- Professionally mounted vehicle-battery powered GPS modem
- Temperature, vibration, humidity and shock resistant

For more information, call 866-9ATT-B2B (866-928-8222) or visit att.com/fleet.

Important Information

Available only to customers with a qualified AT&T business or government agreement ("Business Agreement") and their respective Corporate Responsibility Users ("CRUs"). May not be available for purchase in all sales channels or in all areas. Eligible AT&T data plan and compatible device with an integrated GPS receiver required. Certain AT&T data plans (e.g. MEdia Net) are not eligible. A set up fee of \$25.00 per device applies. You may cancel Xora at any time. Usage/Billing: Measured data usage incurred in connection with Xora will be charged as specified in your associated data plan. You will be billed for all data usage up to cancellation of Xora. Solution includes wireless service from AT&T and Xora location services provided by Xora, Inc. ("Xora"). Coverage: Most Xora features require GPS reception and a wireless data network connection. Xora's location services are operative in the United States except for Alaska and parts of Hawaii; however, environmental or other factors may also limit GPS location information. Wireless data coverage is not available in all areas. AT&T coverage maps available at www.att.com/business/datacoverage. Wireless data coverage is subject to transmission limitations and terrain, system, capacity and other limitations. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T. When outside a coverage area, access will be limited to information previously downloaded to or resident on your device. Miscellaneous: Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required. Using Xora allows your GPS hardware to be located by Xora for purposes of providing its location services. User interface may vary by device. Some features may not be available on all devices. It is your and/or your CRUs' responsibility to drive safely and observe all traffic rules. Additional charges and other restrictions apply. Xora is solely responsible for Xora, including without limitation, all location or other information it provides and/or collects and its technical support. Xora subject to Xora's applicable terms and conditions, including without limitation its privacy policy and terms of service, which can be viewed at www.xoratrack.com. Service subject to applicable Business Agreement, rate plan brochure(s) and data coverage map(s). See applicable materials for details. AT&T's privacy policy may be viewed at www.att.com/privacy. Offer subject to change.



Xora GPS TimeTrack™ from AT&T



Know where your workers are,
and what they're doing — in real-time.

Managing a Mobile Workforce Is a Tough Job

You're in the office, and you're responsible for managing mobile workers. Trying to keep tabs on what's happening in the field is a difficult task. Workers are on their own, and while some are highly productive, others lack accountability.

Timesheets are often illegible, and overtime costs can be through the roof. Customers are calling for status, and you don't have all the answers.

Introducing a Better Way to Manage Mobile Workers

Xora GPS TimeTrack is a powerful yet affordable solution that provides real-time visibility into the locations and activities of your mobile workers.

Because it's a 100% Web-based solution, it couldn't be easier to deploy. Workers simply carry a supported AT&T GPS-enabled mobile phone and office staff can see where they are and what they're doing using any PC connected to the Internet.

There's no special hardware to purchase, no software needed other than a standard Web-browser, and Xora offers free worldclass support.

Location, Plus Timesheet and Job Tracking

Xora GPS TimeTrack not only tracks the location of your mobile workers, it also provides a simple and tamper-resistant way to capture timesheet and job information. All the information captured by Xora GPS TimeTrack is viewable over detailed Webbased maps and reports. The data can be sent electronically to other back office applications, exported to Excel® or saved as an Adobe® Acrobat® PDF file.



Challenge: Managing a mobile workforce without real-time visibility is a bit like driving blindfolded. Productivity may suffer. Overtime may skyrocket. Customers don't get the quick answers they want. There has to be a better way.

Solution: Xora GPS TimeTrack is your real-time link between fieldbased operations and the office. Workers can be held more accountable. Overtime can be kept under control. Paper-based processes can be eliminated—which can result in more profit and happier customers. Stay ahead of the competition with Xora GPS TimeTrack.

GPS Location Tracking

Xora GPS TimeTrack shows the current and historical location, speed and direction of workers on Web-based maps and reports. Geofences can be set up to alert supervisors when workers enter or exit certain geographic areas. Smart Job Zones can be used to automatically track the time an employee spends within a certain area, such as a job site. Wireless Timecards for Tamper-Resistant,



Wireless Timecard with Supervisor Module

Job Tracking

Accurate Payroll

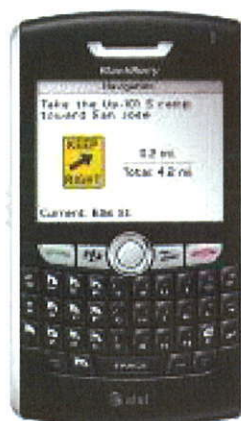
Paper-based timesheets can often be inaccurate or illegible, and getting them to the office in a timely manner is a challenge in itself. Each year, companies pay billions of dollars in excess overtime due to inaccurate timesheets.

Mobile "Time Clock"

Xora GPS TimeTrack's Wireless Timecard feature turns an AT&T mobile phone into a tamper-resistant time clock, letting workers clock-in and out of their shifts and breaks using their phone. This information is "stamped" with a GPS location and time — letting managers and supervisors know when and where their workers start and end their day, as well as their breaks.

Plays Well with Others

Through a partnership with ADP®, collected payroll information can be sent into a supported ADP Time and Labor Management® system for fully automated payroll. It can also be integrated with QuickBooks®, Sage Master Builder and many other popular business applications.



EzNav™ provides GPS turn-by-turn driving directions

Real-time Job Tracking and Data Collection

Your workers are out in the field being highly productive, or are they? Without any realtime visibility into field-based activity, there's no easy way to know for sure.

Job Visibility

Xora GPS TimeTrack gives companies realtime job status visibility showing which jobs have been completed, how long they took to complete and more.

Data Capture

Xora GPS TimeTrack also leverages the capabilities of AT&T mobile phones to their fullest extent, providing the ability to collect job-related data such as cost codes, serial numbers, materials used and other information directly on the phone.

With the JobPix™ feature, workers can take photos using a supported camera phone for proof-of delivery or proof-of-service. The images captured are stored as part of the job record, and are viewable through Web-based reports.

Lightning-Fast ROI

Because Xora GPS TimeTrack is a Webbased service, it's typically up and running just a few days after your order is placed. Once implemented, you can notice changes almost immediately. Work may get done faster. Overtime may go down. Things can run more smoothly. And the bottom line may never have looked so good.

Help When You Need It

If you run into any issues, we won't tell you to call another number and then hang up; we'll work with the appropriate resources at Xora to quickly resolve situations as they arise. Xora provides "On-Demand Integrated Support," with live technicians available 24/7 to assist.

Potential Benefits for Your Company

- Higher Productivity. Increased efficiency and more accountability means more jobs get done in less time.
- Reduced Payroll Costs. Accurate timesheets help keep payroll and costly overtime under control.
- Office Staff Savings. Eliminate duplicate data entry and save on related labor costs.
- Lower Fleet Costs. Efficient routes and fewer wrong turns lead to less fuel and wear and tear for fleets.
- Eliminate Paper. Electronically capture data on the phone, helping the environment.
- Decreased Insurance Costs. Control speeding and lower insurance premiums.

Important Information

Available only to customers with a qualified AT&T business or government agreement ("Business Agreement") and their respective Corporate Responsibility Users ("CRUs"). May not be available for purchase in all sales channels or in all areas. Eligible AT&T data plan and compatible device with an integrated GPS receiver required. Certain AT&T data plans (e.g. MEdia Net) are not eligible. EZNav and XRoutes also require subscription to a qualified Xora GPS TimeTrack plan from AT&T. A set up fee of \$24.99 per device may apply. You may cancel Xora GPS TimeTrack, EZNav and XRoutes at any time. You will be billed for all data usage up to cancellation. **Usage/Billing:** Measured data usage incurred in connection with Xora GPS TimeTrack, EZNav and XRoutes will be charged as specified in your associated data plan. Solution includes wireless service from AT&T and Xora GPS TimeTrack, EZNav and XRoutes location services provided by Xora, Inc. ("Xora"). **Coverage:** Most Xora location features require GPS reception and a wireless data network connection. Xora's location services are operative in the United States, Alaska, and Canada; however, environmental or other factors may also limit GPS location information. Wireless data coverage is not available in all areas. AT&T coverage maps available at att.com/business/datacoverage. Wireless data coverage is subject to transmission limitations and terrain, system, capacity and other limitations. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T. When outside a coverage area, access will be limited to information previously downloaded to or resident on your device. **Miscellaneous:** Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required. Using Xora GPS TimeTrack allows your GPS hardware to be located by Xora for purposes of providing its location services. User interface may vary by device. Some features may not be available on all devices. It is your and/or your CRUs' responsibility to drive safely and observe all traffic rules. **Additional Terms:** Additional charges and other restrictions apply. Xora is solely responsible for Xora GPS TimeTrack, EZNav and XRoutes, including without limitation, all location or other information it provides and/or collects and its technical support. Xora GPS TimeTrack from AT&T is subject to Xora's additional terms and conditions, including without limitation its software license. Such terms and conditions are available at <http://www.xora.com/EULA>. Service subject to applicable AT&T Business Agreement, rate plan brochure(s) and data coverage map(s). See applicable materials for details. AT&T's privacy policy may be viewed at www.att.com/privacy. Offer subject to change.



Xora GPS TimeTrack Plan and Feature Comparison

	Standard	Premier	Supervisor
Monthly Service Charge (per device)	\$16.99	\$24.99	\$29.99
Set Up Fee (per device)	\$25.00	\$25.00	\$25.00
24/5 Live Phone Support	✓	✓	✓
INDUSTRYSMART™	✓	✓	✓
Location Tracking, Maps & Reports	✓	✓	✓
Standard Alerts	✓	✓	✓
Mileage Tracking	✓	✓	✓
Landmarks	✓	✓	✓
Wireless Timecard and Job Tracking	✓	✓	✓
Messaging	✓	✓	✓
Job Dispatching	✓	✓	✓
Geofencing	✓	✓	✓
Smart Job Zones	✓	✓	
Data Integration	✓	✓	✓
ADP® Compatible	✓	✓	✓
Barcode Scanning	✓	✓	✓
Store and Forward	✓	✓	✓
FlexFields™ (Job Data Capture)	✓	✓	✓
Track Multiple Crew Members From a Single Phone		✓	✓
Custom Workflows		✓	
Wireless Forms		✓	
Advanced Alerts (FieldAlert™, Overtime, Job Status, etc.)		✓	
JobPix™ (Photo Capture)		✓	
Overtime Controls		✓	
Dispatch Board		✓	
Odometer Capture		✓	

Xora GPS Time Track Offers Two Add-ons to Increase Productivity

Ez-Nav™ Audible Navigation offers workers GPS-guided audible driving directions (powered by Garmin) in order to more efficiently travel to jobs.

XRoutes™ Route Optimization adds powerful route optimization capabilities to Xora GPS TimeTrack, providing predictive traffic and truck-friendly attributes.

Add-ons are available with Xora GPS TimeTrack Standard and Premier Plans.

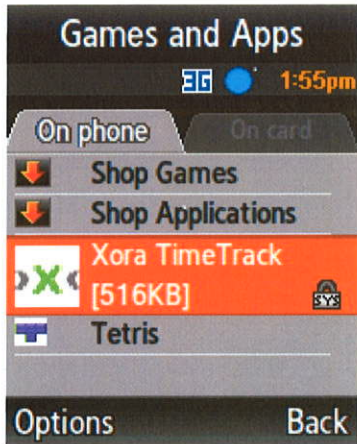
Add On	Monthly Charge
EzNav	\$6.99 per device
XRoutes	\$28.99 per device

For more information, call 866-9ATT-B2B (866-928-8222) or visit www.att.com/LocationBasedServices

Xora, GPS TimeTrack, IndustrySmart, FlexFields, EZNav, FieldAlert and JobPix are either registered trademarks or trademarks of Xora, Inc. in the United States and other countries. © 2010 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

On a Samsung Rugby 2 go to the Main menu and select Games and Apps

Click on Xora to launch the application.



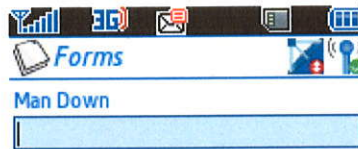
Highlight Forms and click Ok.



To submit, highlight the form and click Ok.



Fill the field with the required information and select Send to submit the form.





AT&T Capital Services

State and Local Government Customers

AT&T Inc. understands the engineering and financial commitments required to build, manage and maintain dynamic communications networks. As a full service partner, in addition to delivering our proven network resources, AT&T also commits its fiscal strength by offering reliable and flexible financing that helps our customers meet their technology budgets.

AT&T Capital Services – Financing You Can Count On!

- Stable financial partner with a local presence
 - We deliver a low cost of funds.
 - We value long-term customer relationships.
 - We are a registered state and local taxpayer.
- Easy-to-manage system upgrades and expansions
 - We hold our lease paper. It's quick and simple to modify the financial terms throughout the contract.
- Single funding source for the entire solution
 - Minimize the number of financial documents.
 - Simplify both billing and payment.
- Realistic alternative to a bond issue
 - Obtain similar rates with a flexible lease structure designed for easy system additions and upgrades.
 - Avoid referendum issues while maintaining fixed rates.
- No progress payments required during most staging and installation cycles
 - Interim financing is available for extended projects.

Municipal Financing for Governments

- Enjoy low municipal rates with a lease purchase
 - Eliminate the cost of usage and property taxes.
- Take advantage of discounts for prepaid services and single payment options
 - Include extended maintenance costs in your lease.

Public and Private Education

- School districts can enjoy the benefits of municipal financing
 - Schedule lease payments to match your revenue stream.
- Private schools qualify for fair-market-value leases and commercial rates
- Pass through of certain tax exemptions for not-for-profit organizations.

1-800-323-7311

PRODUCT BRIEF

Capital Services

A Tradition of Service, Strength and Stability

Since 1984, AT&T Capital Services, Inc. has delivered flexible, competitive and innovative financing to its customers nationwide. We're built upon the foundation of AT&T's strong financial base, its knowledge of communications systems and its commitment to long-term customer relationships. This strength allows us to take full advantage of the tax and depreciation benefits available for capital assets within our portfolio. Customers who choose AT&T Capital Services, Inc. for their equipment financing needs enjoy the benefit of attractive rates and the flexibility of a single master lease that is effective for all types of equipment.

Offering Flexible, Customized Solutions

Meeting unique customer requirements requires flexibility and a willingness to listen. At AT&T Capital Services, Inc. we understand that customers often have one-of-a-kind needs. We try to meet these needs with custom lease structures, pricing and documentation. Experience makes a difference!

Backed by the financial strength of AT&T, Capital Services can comfortably fund its portfolio of commercial transactions. With the continuing changes in the financial markets, our customers have the security of working with a relationship oriented financial partner that holds its lease products within its portfolio.

Superior Service

- Proven expertise in our markets
- Flexible lease terms
- Competitive lease rates

Product and Service Offerings

Capital Services offers a wide range of lease options, which include true and finance transactions for municipal and commercial customers. We also offer equipment trade-ins, sale/leaseback options, progress payment financing and refurbished equipment sourcing.

Add It Up – Leasing Makes Sense

Communications systems are a substantial investment for any business. It makes sense that companies want to get the most out of their technology resources. Leasing can help businesses like yours maximize these investments in several ways.

Better Cash Management

Leasing allows you to acquire new technology affordably with payment structures that match the cash flow and budgetary needs of your company. Down payments are usually not required for AT&T provided equipment financed on a Capital Services lease. If progress payments are required on a complex project with an extended installation, Capital Services can provide interim financing. Your cash is retained in your business, and your lines of credit are reserved for operations and other purchases.

Investment Protection

Accelerating technology advances continue to shrink product life cycles. Price performance improvements in technology continue to expand our customers' reliance on their communications platforms. As life cycles shorten and critical reliance increases, leasing offers protection against obsolescence. As a customer, you invest only in the estimated useful life of the equipment, and not in the full cost of the asset. In addition, you will enjoy the flexibility of upgrading systems at any time during the lease term and returning equipment that no longer meets your needs.

Tax Benefits

Equipment acquired by a true lease, with a fair market value purchase option, may qualify as an operating lease for you, and payments may qualify as a business expense for tax purposes.

Flexibility

One master lease is effective for all types of equipment and structures. Individual schedules for each transaction are set up to match your requirements. As conditions change and upgrades and expansions are required, we are ready to simply add a co-terminus schedule or rewrite the lease incorporating these changes.

When you add it up, an AT&T Capital Services, Inc. lease makes sense!

For more information, contact your AT&T Representative or visit us at www.att.com/business.





AT&T Capital Services, Inc.
 2000 W. AT&T Center Drive
 Hoffman Estates, IL 60192-5000
 Office: 800/346-8082
 Fax: 847/

Equipment Lease-Purchase SM
Complete Lease Agreement

Number:
Dated:

Lessee

Customer full legal name				
Telephone number		Fax number		
Contact Name		E-Mail Address		
Address		City	State	Zip
Equipment location, if different from above		City	State	Zip

Equipment Detail

Equipment Description

Equipment Supplier

Schedule of Rental Payments

Purchase option (Check one):
 One Dollar **Other:** _____

Down Payment (if applicable)* \$ _____ (plus applicable taxes)	Term of Lease (in months)	Total number of payments: <input type="checkbox"/> in Advance* <input type="checkbox"/> in Arrears
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***Payable to AT&T Capital Services, Inc. and due upon execution of this Agreement.**

Payment frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other (please describe) _____	Payments**: First at \$ _____ (plus applicable taxes) Remaining at \$ _____ (plus applicable taxes) **Payments may be indexed up until lease commencement.
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Terms and Conditions

1. LEASE: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the equipment described on page 1 of this Equipment Lease-Purchase Complete Lease Agreement ("Agreement"). It is expressly understood that the term "Equipment" shall include, but is not limited to the equipment described on page 1 and any associated items therewith, including all parts, wiring, replacements, additions, repairs and attachments incorporated therein and/or affixed thereto, all documentation (such as technical documentation and/or user manuals), operating system software and application software. Any reference to "Lease" shall mean this Agreement, including the Opinion of Counsel, the Acceptance Certificate, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof.

As conditions precedent to Lessor's obligation to purchase any Equipment, (a) Lessee shall execute this Agreement, and all Lease documents including the Acceptance Certificate, Opinion of Counsel, and any other documentation required by Lessor, and (b) there shall have been no material adverse change in Lessee's financial condition.

2. TERM: The lease term shall commence on the date of execution of an Acceptance Certificate or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the Lease, shall continue for the number of whole months or other payment periods set forth in this Agreement ("Initial Term"), commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Term may be earlier terminated upon: (a) the non-appropriation of funds pursuant to Section 4 herein, (b) an Event of Loss pursuant to Section 14, or (c) an Event of Default by Lessee and Lessor's election to cancel this Lease pursuant to Section 17.

3. RENT PAYMENTS: During the Initial Term and any renewal term of the Lease, Lessee agrees to pay Lessor total rent equal to the aggregate number of rental payments multiplied by the amount of each payment (plus taxes) specified on page 1 of the Lease. The due date of the first rent payment is the date upon which the Equipment is delivered to Lessee or any later date designated by Lessor. Restrictive endorsements on checks sent to Lessor will not reduce Lessee's obligations to Lessor.

Price" shall mean the actual purchase price of the Equipment. If the Price is increased or decreased as a result of a change in the actual purchase price of the Equipment, Lessee authorizes Lessor to adjust the Rent Payments accordingly.

Any sum received later than ten (10) days after its due date will bear interest from such due date at the rate of 1 1/2% per month, but not exceeding the lawful maximum, if any, until paid. All sums to be paid as provided herein shall be payable to Lessor at its address set forth above or such other place as Lessor directs in writing.

4. NON-APPROPRIATION: This Section is applicable only if the inclusion of such a non-appropriation provision is legally required. Lessee's obligations to pay Rent Payments and any other amounts due for each fiscal period is contingent upon approval of the appropriation of funds by its governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, Lessee may terminate the Lease effective on the first day of such fiscal period ("Termination Date"), if: (a) Lessee has used due diligence to exhaust all funds legally available; and (b) Lessor has received written notice from Lessee at least thirty (30) days before the Termination Date. Upon the occurrence of such non-appropriation, Lessee shall not be obligated for Rent Payments for any fiscal period for which funds have not been so appropriated, and Lessee shall deliver the Equipment to Lessor on the Termination Date, packed for shipment in accordance with the manufacturer's specifications, freight prepaid and insured to any location in the continental United States designated by Lessor. If Lessee terminates a Lease pursuant to this Section, unless the following would affect the validity of a Lease, Lessee will not purchase, lease, rent, seek appropriations for, or otherwise obtain equipment serving the same function as the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period and such an obligation will survive termination of this Lease.

5. USE: Lessee shall at its expense, keep the Equipment in good working order, repair, appearance and condition, reasonable wear and tear excepted. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to the Equipment, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. The Equipment will not be removed from the Equipment Location without Lessor's prior written consent, which will not be unreasonably withheld. Lessor will be entitled to enter upon the premises where the Equipment is located during reasonable business hours to inspect the Equipment or observe its use and operation.

6. DELIVERY: All transportation, delivery and installation costs shall be borne by Lessee. Lessor is not and shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order or if the Lessee negotiates in bad faith prior to payment by Lessor to the supplier. Any delay in delivery by the supplier shall not affect the validity of this Lease.

7. NON-CANCELLABLE NET LEASE: Subject only to the provisions of Section 4 herein, Lessee's obligations under the Lease are absolute and unconditional, and shall not be subject to any delay, reduction, setoff, defense, counterclaim or recoupment for any reason including any failure of the Equipment, or any misrepresentation of any supplier, manufacturer, installer, vendor or distributor. Lessor is not responsible for the delivery, installation, maintenance or operation of the Equipment.

8. WARRANTIES: Lessor and Lessee acknowledge that third-party warranties, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim solely against such third party and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Lease under any and all circumstances.

9. QUIET ENJOYMENT: During the Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined) has not occurred.

10. TAXES AND FEES: Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon demand, as an additional sum payable under this Lease, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor.

11. DISCLAIMER OF WARRANTIES AND DAMAGES: LESSEE ACKNOWLEDGES THAT (a)THE SIZE, DESIGN, CAPACITY OF THE EQUIPMENT AND THE MANUFACTURER AND SUPPLIER HAVE BEEN SELECTED BY LESSEE; (b)LESSOR IS NOT A MANUFACTURER, SUPPLIER, DEALER, DISTRIBUTOR OR INSTALLER OF THE EQUIPMENT; (c)NO MANUFACTURER OR SUPPLIER OR ANY OF THEIR REPRESENTATIVES IS AN AGENT OF LESSOR OR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF A LEASE; AND (d)EXCEPT FOR LESSOR'S WARRANTY OF QUIET ENJOYMENT, LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE DESIGN, QUALITY, CAPACITY, MATERIAL, WORKMANSHIP, OPERATION, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HIDDEN OR LATENT DEFECT OF THE EQUIPMENT OR ANY PORTION THEREOF, OR AS TO ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT. LESSEE LEASES THE EQUIPMENT "AS IS, WHERE IS".

LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY SORT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR ANY OTHER DAMAGES, WHETHER BASED ON STRICT LIABILITY OR NEGLIGENCE, AND WHETHER RESULTING FROM USE OF THE EQUIPMENT OR BREACH OF THE LEASE OR OTHERWISE, EXCEPT FOR DIRECT, SPECIFIC DAMAGES FOR LESSOR'S BREACH OF A LEASE OR FOR PERSONAL INJURY OR PROPERTY DAMAGE ONLY TO THE EXTENT CAUSED BY LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee represents, covenants and warrants to Lessor that; (a) Lessee is a public body corporate and politic, duly organized and validly existing, and has the power to execute, deliver and perform each Lease; (b) the person executing this Agreement and related documents on behalf of Lessee has been given authority to bind Lessee; (c) this Agreement and all related documents have been duly authorized and constitute valid, legal and binding obligations of Lessee, enforceable in accordance with their terms; (d) there are no actions or proceedings pending or threatened against Lessee which, if adversely determined, will have a material adverse effect on the ability of Lessee to perform its obligations under a Lease; (e) Lessee qualifies as a state or a political subdivision of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended ("Code"); (f) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (g) Lessee will not take any action which, or omit to take any action which, would adversely affect the exemption of the interest component of Rent Payments from federal income taxation; (h) Lessee shall file Internal Revenue Form 8038-G or Form 8038-GC, as applicable; and (i) Lessee will be the only entity to use and operate the Equipment during the Term and solely to perform essential operational functions; and (j) the obligation of Lessee to pay Rent Payments shall

constitute a current expense of Lessee and is not in contravention of any applicable limitation of indebtedness.

13. INSURANCE - Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance insuring against liability for bodily injury and property damage and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the original cost of the Equipment. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee, naming Lessor as an additional insured and loss payee thereunder. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, including clauses requiring the insurer to give to Lessor at least 30 days prior written notice of any alteration or cancellation thereof.

14. CASUALTY LOSS: Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever. If the Equipment, in whole or in part, is lost, stolen, damaged or destroyed, or is taken in any condemnation or similar proceeding (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected item with like equipment of equal or greater value, in good condition, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV") (as hereinafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Lease. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorata amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of the residual value of the Equipment (if applicable) plus the sum of all future Rent Payments from the last Rent Payment date to the end of the Lease Term with such Rent Payments discounted to present value at a rate equal to three percent (3%) for the remaining Lease Term, or if such rate is not permitted by law, then at the lowest permitted rate.

15. INDEMNITY: To the maximum extent permitted by applicable law, Lessee shall indemnify Lessor against, and hold Lessor harmless from, and covenants to defend Lessor against, any and all losses, claims, liens, encumbrances, suits, damages, and liabilities (and all costs and expenses including, without limitation, reasonable attorneys' fees) related to the Lease including, without limitation, the selection, purchase, delivery, ownership, condition, use, operation of the Equipment, or violation of the software sublicense, or arising by operation of law (excluding the gross negligence or willful misconduct of Lessor). Lessee shall assume full responsibility for, or at Lessor's sole option, reimburse Lessor for the defense thereof. This Section shall survive the termination of the Lease with respect to acts or events occurring or alleged to have occurred or otherwise attributable to the period prior to the return of the Equipment to Lessor.

The Lease is entered into based upon the assumption that the interest portion of the Rent Payments will not be includable in Lessor's gross income for federal income tax purposes. If Lessee causes Lessor's after-tax economic yield to be adversely affected, to the extent permitted by law, Lessee shall pay Lessor, on demand, an amount which will cause Lessor to have the same economic return had such a loss not occurred.

16. DEFAULT: Lessee shall be in default under this Lease upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) failure by Lessee to pay any Rent Payments or other amounts payable under this Agreement for a period of ten (10) days or more, (b) failure by Lessee to perform any term or condition hereunder, it being agreed that default under one Agreement shall constitute a default under this Lease and all associated Agreements with Lessor, (c) the inaccuracy of any material representation or warranty made by the Lessee or any guarantor hereof in connection with any Agreement hereunder, (d) Lessee's attempt to make an assignment of this Lease or sublease any Equipment without Lessor's prior written consent, (e) Lessee dissolves or ceases to exist or transfers a major part in value of its assets, (f) Lessee becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition or has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law, (g) an adverse change in Lessee's or any guarantor's financial condition as will, in the good faith judgment of Lessor, impair the Equipment or increase the credit risk involved, (h) failure by Lessee to obtain or maintain any insurance required by Lessor under any Agreement hereunder, (i) any guarantor of any of Lessee's obligations under any Agreement defaults in the performance of any covenant or obligation hereunder, or (j) Lessee files a UCC-3 Termination Statement without the prior written authorization of Lessor.

17. REMEDIES. Upon the occurrence of an Event of Default, Lessor may, at its option do any or all of the following: (a) proceed by appropriate court action either at law or in equity to enforce performance by Lessee of the applicable covenants and terms of this Lease, (b) retake immediate possession of the Equipment, wherever located, and for such purpose, enter upon any premises without liability for so doing, (c) cause Lessee, and Lessee hereby agrees, to return the Equipment to Lessor as provided in this Lease, (d) recover from Lessee, as liquidated damages for loss of a

bargain and not as a penalty, all sums owing hereunder and/or all Rent Payments immediately due and payable, (e) sell, lease, hold, use or otherwise dispose of any Equipment as Lessor in its sole discretion may determine and Lessor shall not be obligated to give preference to the sale, lease or other disposition of the Equipment over the sale, lease or other disposition of similar Equipment owned or leased by Lessor, or (f) by notice in writing to Lessee, cancel this Lease whereupon all right and interest of Lessee in or to the possession or use of the Equipment shall absolutely cease. In any event, Lessee shall, without further demand, pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared this Lease to be in default and as partial damages for breach, a sum equal to the unpaid balance of Rent Payments for the remaining Term. (discounted to present value at the prime rate in effect at the time of such default), less only the net proceeds of any such reletting or sale to the extent such rentals or proceeds are attributable to the balance of the Term.

Further, Lessor shall be entitled to recover from Lessee and Lessee agrees to pay: (i) any and all damages which Lessor shall sustain by reason of any such default or breach by Lessee, (ii) a reasonable sum for attorneys' fees, and (iii) such expenses as shall be expended or incurred by Lessor in the seizure, rental, storage, transportation, sale of Equipment, or enforcement of any right or privilege hereunder or collection of any sums due hereunder. Lessee further agrees that, in any event, it will be liable for any deficiency after any sale, lease or other disposition by Lessor.

The remedies herein provided in favor of Lessor in the event of Lessee's default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.

18. ASSIGNMENT: WITHOUT LESSOR'S PRIOR WRITTEN CONSENT (SUCH CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD), LESSEE SHALL NOT ASSIGN, SUBLEASE, TRANSFER, PLEDGE, MORTGAGE OR OTHERWISE ENCUMBER ("TRANSFER") THE EQUIPMENT OR THE LEASE OR ANY OF ITS RIGHTS THEREIN OR PERMIT ANY LEVY, LIEN OR ENCUMBRANCE THEREON. Any attempted non-consensual Transfer by Lessee shall be void ab initio. No Transfer shall relieve Lessee of any of its obligations under the Lease. Lessor may not sell or assign its right, title and interest in or to this Lease or the Equipment leased herein, and/or sell, grant, or assign a security interest in this Lease or Equipment. Any such sale, grant, or assignment shall be void and of no effect.

19. NOTICES: Notices, demands and other communications shall be in writing and shall be sent by hand delivery, certified mail (return receipt requested), or overnight courier service to Lessee or Lessor at their respective addresses stated above. Notices shall be effective upon the earlier of actual receipt or four days after the mailing date. Either party may substitute another address by written notice to the other party.

20. GOVERNING LAW: EACH LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE LESSEE IS LOCATED.

21. TITLE TO EQUIPMENT; SECURITY INTEREST: Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment shall vest in Lessee; provided, however, that (a) in the event of termination of this Lease pursuant to Section 4 hereof, or (b) upon the occurrence of an Event of Default as defined in Section 16 hereof, and as long as such Event of Default is continuing, title will immediately vest in Lessor. In order to secure all of its obligations hereunder, Lessee hereby grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, substitutions thereto and on any proceeds therefrom. Lessee shall deliver to Lessor, upon Lessor's request, such instruments and documents as Lessor deems necessary or advisable for the confirmation or perfection of this Lease and Lessor's rights hereunder, and Lessee hereby irrevocably appoints Lessor and its agents, its true and lawful attorney-in-fact for the limited purpose of filing on behalf of Lessee any and all UCC financing statements, which in Lessor's sole discretion, are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions.

22. MISCELLANEOUS: (a) Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any provision of the Lease shall not be construed as a consent to or waiver of any other breach of the same or of any other provision; (b) if there is more than one Lessee, the obligations of each Lessee are joint and several; (c) Lessee shall deliver to Lessor, from time to time, such additional financial information as Lessor may reasonably request; (d) any provision of this Lease prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Lease; (e) the obligations which Lessee is required to perform during the Term of any Lease shall survive the expiration or other termination of the Lease to the extent that such obligations remain unperformed as of the expiration or termination of the Lease; (f) in the event Lessee fails to pay or perform any obligations under the Lease, Lessor may, at its option, pay or perform such obligation, and any payment made or expense incurred by Lessor in connection therewith shall be due and payable by Lessee, upon demand by Lessor, with interest thereon accruing at the rate of 1 1/2 % per month, but not exceeding the lawful maximum, if any, until paid; (g) time is of the essence in each Lease and in each of the Lease provisions; (h) Lessee shall pay Lessor on demand all costs and expenses, including reasonable attorneys' and collection fees incurred by Lessor in enforcing the terms and conditions of a Lease or in protecting Lessor's rights and interests in the Lease or the Equipment; (i) no late charge, fee or interest, as applicable, is intended to exceed the maximum amount permitted to be charged or collected by applicable law; (j) this Agreement and/or any Lease hereunder may be executed in one or more counterparts, but only one shall be deemed an original, and it shall be stamped "Lessor Original" while all other counterparts shall be stamped "Lessee Copy"; (k) each Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter thereof and supersedes all previous writings and understandings of any nature whatsoever. No agent, employee, or representative of Lessor has any authority to bind Lessor to any representation or warranty concerning the Equipment and, unless such representation or warranty is specifically included in the Lease, it shall not be enforceable by Lessee against Lessor.

Except as otherwise provided in Section 3 of this Agreement, any modifications, amendments or waivers to a Lease shall be effective only if mutually agreed upon in writing and duly executed by authorized representatives of the parties.

THE LOGO APPEARING ON THIS DOCUMENT IS A FEDERALLY REGISTERED TRADEMARK AND MAY NOT BE USED IN ANY WAY NOR MAY THIS DOCUMENT BE ALTERED OR MANIPULATED WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF AT&T CAPITAL SERVICES, INC. LESSEE MAY TRANSFER THIS DOCUMENT FROM ELECTRONIC FORMAT TO A TANGIBLE ONE BY PRINTING IT IN ITS UNALTERED STATE.

<p>Acknowledgement Lessee hereby certifies that he/she has read and agrees to all of the terms and conditions set forth on pages 1-3 of this Equipment Lease-Purchase Complete Lease Agreement.</p>	<p>Accepted By THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR.</p>
<p>Lessee Name</p>	<p>Lessor Name AT&T CAPITAL SERVICES, INC.</p>
<p>Name and Title (please print)</p>	<p>Name and Title (please print)</p>
<p>Signature</p>	<p>Signature</p>

OPINION OF COUNSEL
With respect to that certain Equipment Lease-Purchase Agreement ("Lease") dated _____ by and between AT&T Capital Services, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, a State or a fully constituted political subdivision or agency of the State of the Equipment Location described in the Agreement hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; and, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

Attorney for Lessee



AT&T Capital Services, Inc.
2000 W. AT&T Center Drive
Hoffman Estates, IL 60192-5000
Office: 800/346-8082
Fax: 847/

Insurance Request
Equipment Lease-Purchase SM
Complete Lease Agreement
Number:
Dated:

Lessee					
Customer full legal name					
Telephone number		Fax number			
Contact Name			E-Mail Address		
Address		City	State	Zip	County
Equipment location, if different from above		City	State	Zip	County

Equipment Detail

Equipment Description (Include make, model, serial no., as more specifically described on any equipment purchase agreements or purchase orders)

Equipment Supplier

Insurance

Insurance Company/Agency			Agent/Broker Name		
Address		City	State	Zip	Telephone Number
Carrier (If different from above)		Policy Number		Expiration Date	

Please notify your insurance company to forward a copy of your insurance certificate to our office.

Policy Limits

Please amend the above policy to include coverage on the above-described Equipment as follows:

PHYSICAL DAMAGE COVERAGE in the amount of: the full replacement value of the Equipment
COMPREHENSIVE GENERAL LIABILITY COVERAGE in the amount of: \$1,000,000 (combined single limit)

Please issue to Lessor at its address shown above, an endorsement to the above policy (1) naming Lessor as additional insured and loss payee, as its interest may appear on the Equipment, and (2) agreeing to give Lessor thirty (30) days prior written notice of the effective date of any alteration or cancellation of such policy.

Acknowledgment

We appreciate your cooperation in attending to this matter as quickly as possible.

Lessee Name

Name and title (please print)

Signature



AT&T Capital Services, Inc.
2000 W. AT&T Center Drive
Hoffman Estates, IL 60192-5000
Office: 800/346-8082
Fax: 847/

ACCEPTANCE CERTIFICATE

To Lessor: The undersigned Lessee hereby certifies that all Equipment described in Equipment Lease-Purchase CompleteLeaseSM Agreement No. _____ has been delivered to Lessee and installed; that the Equipment has been inspected by Lessee and is in good operating order; and that the Equipment is accepted by Lessee for all purposes under the Lease. Lessee hereby directs Lessor to pay the vendor for the Equipment.

Lessee Name	
Description of equipment	
Name and title (please print)	Date
Signature	Lease # (Office use only)

UPON ACCEPTANCE, PLEASE MAIL THIS CERTIFICATE TO:

AT&T Capital Services, Inc.
2000 W. AT&T Center Drive
Location No.
Hoffman Estates, IL 60192-5000

Product Service -->	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Monthly Lease Cost	
Data Logger without Engine Diagnostics #																				
Manufacturer	Xora																			
Model		GNX5-P																		
CDMA Device Cost			7000			\$0														\$0
GPRS Device Cost			7000	\$299		\$299														\$2,093,000
Battery Cost			7000			\$0														\$0
Antenna Cost			7000			\$0														\$0
Car Charger Cost			7000			\$0														\$0
Kits/Sets/Outfits Cost			7000			\$0														\$0
Installation Cost			7000				\$100		\$100											\$700,000
DSP Cost (5-minute ping)			7000							\$6		\$6								\$41,930
Roaming Cost			7000												\$0					\$0
Browser client-server application			7000													\$22		\$22		\$154,000
Total																			\$2,988,930	

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.
 Roaming Cost – Cost of Roaming if out of state.