

# Purchase Order



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

PURCHASE ORDER NO.  
 CPHONE07B

PAGE  
 1

BLANKET RELEASE  
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CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER  
 12

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

AGENCY COPY

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

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/24/2009		NET 30		912016656			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MIL.-MIL.	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
CHANGE ORDER #12							
1.	TO ADD CUSTOM BLACKBERRY ENTERPRISE BUNDLE PLANS, PDA ENTERPRISE BUNDLE, DATACONNECT, VIDEO SHARE, MESSAGING BUNDLES, TELENV TRACK AND BUSINESS CONNECT PLANS. SEE ATTACHED.						
2.	TO ADD NEW DEVICES AND THE SAMSUNG RUGBY WITH AT&T MOBILITY. SEE ATTACHED.						
EFFECTIVE DATE: FEBRUARY 12, 2009							
*****NO ADDITIONAL CHANGES*****							
				PREVIOUS PO TOTAL==>		OPEN END	
				PO NET CHANGE (+)==>			
						PURCHASING DIVISION CERTIFIED ENCUMBERED FEB 26 2009 <i>Beverly Toler</i>	
						OPEN END TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *2/24/09*

*Henry E. Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304-558-8802  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.

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3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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

January 14, 2009

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

Jo Ann,

This letter is to notify you of new bundled rate packages and other services that are not currently on CPHONE07B that AT&T would like to offer the State of WV. Many of these products have been asked for by various State agencies but we have not been able to deliver them since they have not been available on the contract.

Please let me know if you have any questions.

Respectfully,

Cathleen Pryor  
Vice President, Contracts  
AT&T Mobility

RECEIVED  
2009 JAN 23 AM 9:46  
WV PURCHASING  
DIVISION



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

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1. CUSTOM BLACKBERRY ENTERPRISE BUNDLED PLANS. Customer may select from the Custom BlackBerry Enterprise Bundled Plans described in this §1. These Custom Bundled Plans are not eligible for the MSC Service Discount.

Custom BlackBerry Enterprise Bundle Plan # 1 – Net price \$50.00

Corporate Responsibility User (CRU) for Custom Bundle Plan # 1 includes:

- Business Pooled Nation (GSM) plan with 300 total included minutes
- BlackBerry Enterprise Unlimited (Bolt-On)
- Messaging Unlimited

Custom BlackBerry Enterprise Bundle Plan # 2 – Net price \$55.48

Corporate Responsibility User (CRU) for Custom Bundle Plan # 2 includes:

- Business Pooled Nation (GSM) plan with 450 total included minutes
- BlackBerry Enterprise Unlimited (Bolt-On)
- Messaging Unlimited

Custom BlackBerry Enterprise Bundle Plan # 3 – Net price \$71.68

Corporate Responsibility User (CRU) for Custom Bundle Plan # 3 includes:

- Business Pooled Nation (GSM) plan with 900 total included minutes
- BlackBerry Enterprise Unlimited (Bolt-On)
- Messaging Unlimited

Custom BlackBerry Enterprise Bundle Plan # 4 – Net price \$87.88

Corporate Responsibility User (CRU) for Custom Bundle Plan # 4 includes:

- Business Pooled Nation (GSM) plan with 1350 total included minutes
- BlackBerry Enterprise Unlimited (Bolt-On)
- Messaging Unlimited

2. CUSTOM PDA ENTERPRISE BUNDLED PLANS. Customer may select from the Custom PDA Enterprise Bundled Plans described in this §2. These Custom Bundled Plans are not eligible for the MSC Service Discount.

Custom PDA Enterprise Bundle Plan # 1 – Net price \$50.00

Corporate Responsibility User (CRU) for Custom Bundle Plan # 1 includes:

- Business Pooled Nation (GSM) plan with 300 total included minutes
- PDA Enterprise Unlimited (Bolt-On)
- Messaging Unlimited

Custom PDA Enterprise Bundle Plan # 2 – Net price \$55.48

Corporate Responsibility User (CRU) for Custom Bundle Plan # 2 includes:

- Business Pooled Nation (GSM) plan with 450 total included minutes
- PDA Enterprise Unlimited (Bolt-On)
- Messaging Unlimited



Custom PDA Enterprise Bundle Plan # 3 – Net price \$71.68

Corporate Responsibility User (CRU) for Custom Bundle Plan # 3 includes:

- Business Pooled Nation (GSM) plan with 900 total included minutes
- PDA Enterprise Unlimited (Bolt-On)
- Messaging Unlimited

Custom PDA Enterprise Bundle Plan # 4 – Net price \$87.88

Corporate Responsibility User (CRU) for Custom Bundle Plan # 4 includes:

- Business Pooled Nation (GSM) plan with 1350 total included minutes
- PDA Enterprise Unlimited (Bolt-On)
- Messaging Unlimited

3. DATACONNECT PLAN. Customer may select the DATACONNECT Plan described in this §3.

Rate Plan Name	Monthly Service Charge	Recurring Credit for Business Pooled Nation Plans	Monthly Service Charge CRU Discount	Net Monthly Service Charge
Unlimited DataConnect Plan	\$60.00	\$6.92	19%	\$42.99

4. VIDEO SHARE. Customer may select the VIDEO SHARE Plans described in this §4.

Video Share Service Packages		
	VIDEO SHARE STARTER \$4.99/month	VIDEO SHARE PLUS \$9.99/month
Video Share Minutes per month	25	60
Additional Usage	\$.30 per minute	\$.25 per minute

Or, simply pay each time you use Video Share—it's just 35¢ per minute.

5. MESSAGING BUNDLES. Customer may select the MESSAGING BUNDLES described in this §5. This §5 replaces all previous MESSAGING BUNDLES.

MESSAGES BUNDLES	INCLUDED MESSAGES	MONTHLY SERVICE CHARGE	ADDITIONAL MESSAGES per message
Messaging 200	200	\$4.99	\$0.10
Messaging 1500	1500	\$14.99	\$0.05
Messaging Unlimited	Unlimited	\$19.99	Included



6. **TELENAV TRACK.** Customer may select the TELENAV TRACK described in this §6.

TeleNav Track can be added to any eligible AT&T date rate plan.

FEATURE	TELENAV TRACK (PLUS)	TELENAV TRACK (PREMIUM)
Monthly Service Charge (per device)	\$12.99	\$21.99
Setup Fee (per device)	\$19.99	\$19.99

7. **BUSINESS CONNECT PLANS.** Customer may select the BUSINESS CONNECT PLANS described in this §7.

Rate Plan	Monthly Service Charge	Monthly Service Charge CRU Discount	Net Monthly Service Charge	Included Data (MB)	Additional Data (per KB)	Canada Roaming (per KB)
Business Connect - \$8.99 Plan	\$8.99	19%	\$7.28	1	\$0.020	\$0.015
Business Connect - \$11.99 Plan	\$11.99	19%	\$9.71	2	\$0.010	
Business Connect - \$13.99 Plan	\$13.99	19%	\$11.33	3		
Business Connect - \$15.99 Plan	\$15.99	19%	\$12.95	4		
Business Connect - \$17.99 Plan	\$17.99	19%	\$14.57	5		
Business Connect - \$29.99 Plan	\$29.99	19%	\$24.29	20	\$0.00097/KB	
Business Connect - \$39.99 Plan	\$39.99	19%	\$32.39	50	\$0.0003/KB	
Business Connect - \$49.99 Plan	\$49.99	19%	\$40.49	250		
Business Connect - \$59.99 Plan	\$59.99	19%	\$48.59	1000		
Business Connect - \$99.99 Plan	\$99.99	19%	\$80.99	5000		



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September 30, 2008

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

Jo Ann,

This letter is to notify you of a new device we would like to add to CPHONE07B. It is the Samsung Rugby. The State of WV price is \$129.99.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in cursive script that reads "Greg Florence".

Greg Florence  
Government Account Executive  
816 Lee St.  
Charleston, WV 25301  
304-380-4945  
[gf8069@att.com](mailto:gf8069@att.com)

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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

VENDOR

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

SHIP TO

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

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

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE