

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 PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 17

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

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

*709062035 304-932-8194
 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	
05/02/2011		NET 30		912016656			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
			CHANGE ORDER #17				
	TO ADD THE ATTACHED EQUIPMENT LIST AND DATA PLANS FOR THE IPHONE AND IPAD PER THE ATTACHED DOCUMENTATION.						
	EFFECTIVE DATE OF CHANGE: 05/01/2011						
	***** NO OTHER CHANGES *****						
0001		EA			.00000		
					PREVIOUS PO TOTAL==>	OPEN END	
					PO NET CHANGE (+)==>		

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

MAY - 5 2011

Beverly Toler

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

Dave Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

Shelly L Murray
 BUYER #2
 304-558-8802

BY _____ PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

CHANGE ORDER NO. 17

To

CPHONE07B

This Change Order No. 17 ("Change Order 17") is entered into as of April 5, 2011, 2011 (the "Change Order 17 Effective Date") by and between AT&T Mobility II, LLC ("AT&T") and the State of West Virginia ("State" or "Customer") (State and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 AT&T and State entered into that certain CPHONE07B, dated November 1, 2006 (the "Contract").

1.2 AT&T and State intend to make certain changes to the Contract in accordance with the terms and conditions of this Change Order 17.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and State hereby agree to amend the Contract pursuant to the terms and conditions of this Change Order 17. Unless otherwise defined, capitalized terms in this Change Order 17 have the meanings ascribed to them in the Contract.

Section 3. iPhone Solution; iPad Solution. AT&T will provide the iPhone Solution and the iPad Solution to State in accordance with the terms and conditions of Exhibit A, attached hereto and incorporated herein by reference. These iPhone Solution and iPad Solution terms and conditions replace any existing iPhone Solution terms and conditions in the Contract.

Section 4. Plans; Equipment.

AT&T will provide the iPad Plans and iPhone Plans described in Exhibit B, attached hereto and incorporated herein by reference ("Exhibit B"). In addition, AT&T will provide the iPads, iPhone 4 and iPhone 3GS to State at the prices set forth in Exhibit B. Notwithstanding the foregoing, the iPhone 3GS 16GB and iPhone 3GS 32GB are only available until existing stock is depleted.

Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to iPhones or iPads; and (b) the iPhone and iPad Equipment pricing set forth in Exhibit B does NOT apply to upgrades. iPhone and iPad upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

Section 5. Restatement of Contract. The terms and conditions of the Contract, as modified by this Change Order 17, are hereby restated and ratified by AT&T and State. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Change Order 17 as of the Change Order 17 Effective Date.

AT&T Mobility II, LLC

State of West Virginia

By: Marcellus Brooks
Name: Marcellus Brooks
Title: Senior Contract Manager
Date: April 12, 2011

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
iPhone Solution and iPad Solution Terms and Conditions

1. General. Pursuant to the terms and conditions of the Contract and this Exhibit, AT&T will provide the iPhone Solution and the iPad Solution, as more fully described herein.

1.1 iPhone Solution. AT&T will provide iPhones and post-paid Service for iPhone (collectively the "iPhone Solution") to Customer and its qualified CRUs only.

1.2 iPad Solution. AT&T will provide iPads and post-paid Wireless Data Service for iPads (collectively, the "iPad Solution") to Customer and its qualified CRUs only.

2. Plans.

2.1 General. The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the CRU has an iPhone that is compatible with (a) the AT&T GSM/GPRS/EDGE network only ("Original iPhone"), or (b) both the AT&T GSM/GPRS/EDGE network and the AT&T 3G (HSDPA/UMTS) network ("3G iPhone"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones. Subscription to Wireless Data Service is optional for the iPad Solution. iPads do not support Voice Service (including voicemail), SMS, or multi-media messaging services.

2.2 Requirements for 3G iPhone Solution. CRUs must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) a 3G iPhone-eligible Wireless Data Service Plan. Use of the 3G iPhone Solution to access corporate email, company intranet sites, and/or other business applications requires a 3G iPhone-eligible Wireless Data Service Plan as AT&T may designate from time to time for such use.

2.3 [RESERVED]

2.4 Plan Requirements for iPad. To receive Wireless Data Service as part of the iPad Solution, CRUs must have an iPad-eligible Enterprise Data Plan for iPad, or such other Wireless Data Service Plan as AT&T may designate from time to time. The iPad Solution is not available with pre-paid Wireless Data Services.

3. Service Discount.

3.1 3G iPhone Solution. Except as otherwise provided in the Contract regarding Voice Service Plans that do not qualify for the Service Discount, and except as further provided herein, AT&T will provide the Service Discount and any applicable credits or waived fees provided under the Contract to CRUs on the iPhone Solution.

3.2 iPad. AT&T will provide the Service Discount with respect to CRUs activated on the Plan referenced in §2.4 herein.

4. Equipment Discount. Notwithstanding anything to the contrary in the Contract, Customer and its CRUs will not receive the Equipment Discount, or any other discount or promotion described in the Contract, on iPhones, iPads or Apple-branded accessories.

5. Additional Terms and Conditions. Both the iPhone Solution and the iPad Solution utilize third party software and, accordingly, are subject to certain additional terms and conditions (including Apple and other third party terms and conditions). With respect to Customer's CRUs with the iPhone Solution, Customer acknowledges that its CRUs must agree to such iPhone Terms and Conditions found in the iPhone box and at <http://apple.com/legal/sla/docs/iphonepdf>, as may be modified from time to time. With

respect to Customer's CRUs with the iPad Solution, Customer acknowledges that its CRUs must agree to the iPad Terms and Conditions found in the iPad box and at <http://images.apple.com/legal/sla/docs/iPadSoftwareLicense.pdf>, as may be modified from time to time.

6. Restrictions. The iPhone Solution and the iPad Solution are not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires CRUs to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so CRUs are advised to listen to any existing voicemails before completing the activation process.

7. Policies and Processes. Customer and its CRUs must follow the policies and processes established by AT&T to purchase or upgrade iPhones and iPads and to activate, migrate, terminate or otherwise modify the iPhone Solution and/or the iPad Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones and iPads only in select AT&T sales channels, and (b) completing the activation through iTunes. iPhone and iPad returns are subject to a 10% re-stocking fee, except where prohibited. iPad returns must occur within 14 days of purchase but are not subject to 10% restocking if returned unopened and Customer did not purchase a Plan referenced in §2.4 herein. For complete details, Customer should refer to <http://att.com/returnpolicy>.

EXHIBIT B

iPhone Plans and Equipment and iPad Plans and Equipment

1. Wireless Data Service Plans for iPhone

Wireless Data Service Plans for iPhone¹

	Monthly Service Charge	Domestic Data Access (Included)	Domestic Data Usage (Additional)
DataPro²	\$25.00	2GB	\$10.00/GB
DataPro² (with Tethering)	\$45.00	2GB	\$10.00/GB
DataPro Enterprise²	\$40.00	2GB	\$10.00/GB
DataPro Enterprise² (with Tethering)	\$60.00	2GB	\$10.00/GB
Smartphone/BlackBerry Enterprise³	\$45.00	Internet Browsing Corporate and Personal Email	N/A

Messaging Plans¹

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

¹ AT&T imposes a Regulatory Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; State and Federal Universal Service Charges; and surcharges for customer-based and revenue-based state and local assessments on AT&T. These are not taxes or government-required charges. Charges for international messages sent from the U.S. are \$0.25 for Text Messages and \$0.50 for Picture/Video Messages. Charges for usage while roaming internationally: \$0.50 for each Text Message sent and \$1.30 for each Picture/Video Message sent. Web Browsing \$2/MG applies to new customers or customers who change voice plans or cancel data plans on or after July, 31, 2009, otherwise \$0.01/KB. Additional charges for premium messages and content apply. Additional subscription and download charges may apply. Substantial charges may be incurred if iPhone is taken out of the U.S., even if no services are intentionally used. Receipt of Visual Voicemail messages when roaming internationally are charged at international data pay-per-use rates unless the CRU has a Data Global Add-On for iPhone, in which case receipt of Visual Voicemail messages outside the U.S., the U.S. Virgin Islands and Puerto Rico, with the exception of Guam or Northern Mariana Islands.

² If the initial data allowance is exceeded, then the CRU will automatically be provided (a) another 1G for DataPro and DataPro Enterprise (including tethering Plans) and be charged an additional \$10.00 for each 1G provided, or (b) another 200 MB for DataPlus and be charged an additional \$15 for each additional 200MB provided. All data allowances, including overages, must be used in the billing period in which the allowance is provided or they will be forfeited.

³ AT&T's wireless Data Services may only be used for the following permitted purposes or uses: (i) Internet browsing; (ii) email; (iii) Intranet access if permitted by your rate plan, and (iv) uploading and downloading applications and content to and from the Internet, third party application stores, and/or using applications and content. Customer cannot use AT&T's wireless Data Services for any purpose or use that: (i) conflicts with applicable law, (ii) compromises or attempts to defeat AT&T's wireless network or another entity's system's security or capacity, (iii) disproportionately contributes to network congestion, or hinders access to or degrades network performance (examples include continuous active connections, automated data feeds or routines, peer-to-peer file sharing services, or high bandwidth services e.g., television signal redirection to computing devices or server operations, unless they have been optimized consistent with AT&T wireless Data Services optimization requirements), (iv) causes harm to the network or other customers e.g., malicious software, or facilitating "spam" or unsolicited bulk email, (vi) for resale either alone or as part of any other good or service; or (v) to tether a wireless Device to a computing device (such as a laptop or other Devices with similar functions) except as otherwise expressly permitted by specific data plans. AT&T has the right to take the

following actions to enforce these terms and their intended purposes: (i) monitor compliance with these terms, (ii) change or modify, without notice, the permitted and prohibited uses of its wireless Data Services and the optimization requirements, in order to enhance customer service, adapt to advances and changes in technology, and/or respond to the availability of wireless bandwidth and spectrum, (iii) collect customer usage information to better optimize the network (see att.com/privacy for more information), (iv) reduce data throughput speeds at any time or place if a customer's data usage exceeds 2GB per month, or (v) deny, disconnect, suspend, modify, and/or terminate wireless Data Services to anyone, without notice, who uses AT&T's wireless Data Services in any manner that is prohibited, or in order to protect the network and other users from harm, congestion, or degradation in performance

EXHIBIT B

iPhone Plans and Equipment and iPad Plans and Equipment...cont'd

2. iPhone Equipment

iPhone Equipment

iPhone	Price
iPhone 4 16GB	\$199.00
iPhone 4 32GB	\$299.00
iPhone 3GS 8GB	\$99.00
iPhone 3GS 16GB	\$199.00
iPhone 3GS 32GB	\$299.00

Notwithstanding the foregoing, the iPhone 3GS 16GB and iPhone 3GS 32GB are only available until existing stock is depleted. Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to the iPhone; and (b) the iPhone Equipment pricing set forth above does NOT apply to iPhone upgrades. iPhone upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.

EXHIBIT B
iPhone Plans and Equipment and iPad Plans and Equipment...cont'd

3. Wireless Data Service Plans for iPad

Wireless Data Service Plans for iPad¹

Enterprise Data Plan for iPad	Monthly Service Charge²	Included Domestic Data Access	Additional Domestic Data Usage	Included International Data Usage¹ (in select countries)	Additional International Data Usage¹ Per KB (in select countries)	International Data Usage Per KB (in Other Countries⁴)
Domestic Enterprise Data Plan for iPad with no coverage cap or auto suspend³	\$40	2 GB	\$.05/MB	—	—	—
International Enterprise Data Plan for iPad with no coverage cap or autosuspend³	\$99.99	2GB	\$.05/MB	100 MB	\$.005/KB	\$.0195/KB

¹ Data usage only for use within "roam zone" comprised of select carriers. See att.com/dataconnectglobal for details.

² AT&T also imposes the following charges: a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation; State and Federal Universal Service charges; and surcharges for government assessments on AT&T. These fees are not taxes or government-required charges.

³ Customers with an iPad for Enterprise Data rate plan can get access to AT&T Wi-Fi Basic service at no additional charge. Additional restrictions apply. Subject to applicable AT&T Wi-Fi Basic terms and conditions. See att.com/attwifitosaup for further details.

⁴ Rate outside the "roam zone" countries is \$0.010/KB except in Algeria, Azerbaijan, Belarus, Bosnia/Herzegovina, Brunei, Faroe Islands, Macedonia (former Yugoslavia), Maldives, Mongolia, Qatar, Saudi Arabia, Tunisia and Venezuela where the rate is \$0.0195/KB.

In most circumstances, the amount of included data available as part of the AT&T Enterprise Data Plans for iPad subscription will be sufficient for most of your users. In order to manage the consumption of this data and help ensure optimum use of the device it is recommended that your users use available Wi-Fi connections when possible. The Domestic Enterprise Data Plan does not include international pay per use. When traveling outside of the U.S., you will need the International Enterprise Data Plan for iPad.

EXHIBIT B
iPhone Plans and Equipment and iPad Plans and Equipment...cont'd

3. iPads.

iPads

iPad	Price
iPad Wi-Fi + 3G 16GB	\$629
iPad Wi-Fi + 3G 32GB	\$729
iPad Wi-Fi + 3G 64GB	\$829

Notwithstanding anything to the contrary elsewhere in the Contract: (a) any upgrade pricing provisions set forth elsewhere in the Contract do NOT apply to the iPad; and (b) the iPad pricing set forth above does NOT apply to iPad upgrades. iPad upgrade pricing remains subject to AT&T's corresponding policies and procedures in effect at the time.



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RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07B							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		985-77	STATEWIDE CONTRACT FOR CELL SERVICE				
SIGNATURE _____				DATE _____			

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE