



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

Purchase Order

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
 18

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

ORDER
 *709062035 304-932-8194
 ATT MOBILITY
 7229 PARKWAY DR # 200
 HANOVER MD 21076-1317

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

| DATE PRINTED | | TERMS OF SALE | | FEIN/SSN | | FUND | |
|--|---------------|---------------|-----------------|---------------|------------|----------------|--|
| 06/13/2011 | | 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 | | | | |
| 0001 | 10/31/2006 | | 985-77 | | | | |
| CHANGE ORDER #18 FUSF RATE CHANGED TO 4.5121% FOR ALL TELECOMMUNICATIONS CHARGES WITH THE EXCEPTION OF SEPARATELY BILLED INTERSTATE/INTERNATIONAL TOLL CHARGES, WHICH ARE CHARGED A FUSF RATE OF 15.5% EFFECTIVE: JANUARY 1, 2011 TO ADD A NEW AND UPDATED EQUIPMENT LIST TO THE CURRENT AVAILABLE EQUIPMENT LIST PER ATTACHMENT A. EFFECTIVE: MARCH 3, 2011 STATEWIDE CONTRACT FOR CELL SERVICE | | | | | | | |
| PREVIOUS PO TOTAL==> | | | | | OPEN | END | |
| PO NET CHANGE (+)==> | | | | | | | |
| IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/> | | | | | | OPEN END | |
| | | | | | | TOTAL | |

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 JUN 21 2011
Beverly Toler

Dan W. Warfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Shelly L. Muncy*
 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.



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Earl Ray Tomblin
Governor

Robert W. Ferguson, Jr.
Cabinet Secretary

Kyle Schafer
Chief Technology Officer

MEMORANDUM

TO: Kristi Ferrell, Buyer Supervisor
Purchasing Division

FROM: Kyle Schafer, Chief Technology Officer
Office of Technology
Kyle Schafer

SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
REQUISITION NUMBER: CPHONE07B, C.O. 18 - IS&C NUMBER: 2011-482

DATE: June 1, 2011

Subdivision §5A-6-4(a)(3) of the State Code permits the Chief Technology Officer to "evaluate, in conjunction with the Information Services and Communications Division [IS&C] of the Department of Administration, the economic justification, system design and suitability of information equipment and related services, and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units."

Your request for approval of Change Order 18, to the statewide agreement with AT&T Mobility, covering new and updated equipment with associated plans and FUSF rate increase 4.5121% from 4.3.0%, with exception of interstate/international toll charges with a rate of 15.5% as of January 1, 2011 has been reviewed and approved by the Office of Technology.

This memorandum constitutes this office's official approval and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need information, please contact Consulting Services at Consulting.Services@wv.gov.

KS:fm



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

February 17, 2011

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

Jo Ann,

This letter is to notify you of changes to the FUSF rate.

Effective January 1, 2011, the FUSF rate changed to 4.5121% of all telecommunications charges with the exception of separately billed interstate/international toll charges, which are charged a FUSF rate of 15.5%.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in cursive script that reads "Marcellus Brooks".

Marcellus Brooks
Senior Contract Manager
AT&T Mobility



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

March 3, 2011
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 and updated equipment to be added to Change Order 17 for the Current available Equipment list for the State of WV - CPHONE07B, as set forth in Attachment A, subject to availability limitations.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in cursive script that reads "Marcellus Brooks".

Marcellus Brooks
Senior Contracts Manager
AT&T Mobility

Attachment A
Current available Equipment list for the State of WV - CPHONE07B
CRU only
Subject to availability

| Device Name | SKU# | Non-New Activation and Non-Eligible Upgrade Price | CRU New Activation Price and CRU Eligible Upgrade Price | Requirement |
|---|-------|---|---|---|
| AT&T F160 | 65184 | \$143.99 | \$29.99 | When activated with an eligible Voice Service Plan |
| AT&T Mobile Hotspot MIFI (R) 237Z | 69200 | \$299.99 | \$143.99 | When activated with an eligible Dataconnect Plan |
| AT&T USBConnect Adrenaline | 68003 | \$299.99 | \$143.99 | When activated with an eligible Dataconnect Plan |
| AT&T USBConnect Shockwave | 65200 | \$249.99 | \$99.99 | When activated with an eligible Dataconnect Plan |
| AT&T USBConnect Shockwave (No Software Variant) | 65209 | \$249.99 | \$99.99 | When activated with an eligible Dataconnect Plan |
| Acer(R) AS1830 | 69151 | \$643.99 | \$339.99 | When activated with an eligible Dataconnect Plan |
| Acer(R) Aspire One A0532h | 69150 | \$399.99 | \$139.99 | When activated with an eligible Dataconnect Plan |
| BlackBerry(R) Curve(TM) 3G | 65207 | \$499.99 | \$199.99 | When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan |
| BlackBerry(R) Pearl(TM) 3G | 65193 | \$549.99 | \$249.99 | When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan |
| BlackBerry(R) Torch(TM) (Charcoal) | 68001 | \$499.99 | \$199.99 | When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan |
| BlackBerry(R) Torch(TM) (Pure White) | 68005 | \$499.99 | \$199.99 | When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan |
| BlackBerry(R) Torch(TM) (Sunset Red) | 68006 | \$499.99 | \$199.99 | When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan |
| Dell(R) Sams Inspiron Mini 1012 | 69149 | \$449.99 | \$199.99 | When activated with an eligible Dataconnect Plan |
| HTC Surround(TM) | 65212 | \$599.99 | \$299.99 | When activated with an eligible Dataconnect Plan |
| LG Quantum(TM) | 65205 | \$499.99 | \$199.99 | When activated with an eligible Dataconnect Plan |
| MOTOROLA BRAVO(TM) | 65201 | \$429.99 | \$229.99 | When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan |
| MOTOROLA FLIPOUT(TM) | 65173 | \$479.99 | \$179.99 | When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan |
| MOTOROLA FLIPSIDE(TM) | 65174 | \$469.99 | \$169.99 | When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan |
| Pantech Laser | 65204 | \$329.99 | \$149.99 | When activated with an eligible Voice Service Plan |
| Samsung Evergreen(TM) | 65185 | \$259.99 | \$79.99 | When activated with an eligible Voice Service Plan |
| Samsung Flight II | 65192 | \$279.99 | \$99.99 | When activated with an eligible Voice Service Plan |
| Samsung Focus(TM) | 65203 | \$499.99 | \$199.99 | When activated with an eligible Enterprise Data Plan together with an eligible Voice Service Plan |
| Samsung Galaxy Tab(TM) | 69157 | \$549.99 | \$549.99 | When activated with an eligible Dataconnect Plan |
| Samsung Solstice(R) II | 65202 | \$259.99 | \$79.99 | When activated with an eligible Voice Service Plan |
| Samsung s557 | 64997 | \$279.99 | \$129.99 | When activated with an eligible Voice Service Plan |



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A U T H O R I Z E D

*709062035 304-932-8194
 ATT MOBILITY
 7229 PARKWAY DR # 200
 HANOVER MD 21076-1317

S H I P T O

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| | DELIVERY DATE | CAT.NO. | ITEM NUMBER | | | | |
| RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07B | | | | | | | |
| 0001 | | 985-77 | STATEWIDE CONTRACT FOR CELL SERVICE | | | QTY | DATE |
| | | | 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