

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.
 CPHONE07D

PAGE
 1

BLANKET RELEASE
 00

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
 4

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR
 *319113747
 ALTEL CORPORATION
 ONE ALLIED DRIVE
 LITTLE ROCK AR 72203

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

DATE PRINTED 07/18/2008	TERMS OF SALE NET 30	FEIN/SSN 340868285	FUND
SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #04		
			TO ADD NEW EQUIPMENT LIST WITH PRICING AND BLACKBERRY SOFTWARE PRICING.		
			SEE ATTACHED.		
			EFFECTIVE DATE: MAY 1, 2008		
			*****NO ADDITIONAL CHANGES*****		
			PREVIOUS PO TOTAL==>	OPEN END	
			PO NET CHANGE (+)==>		

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 JUL 22 2008
Beverly Toler

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *JA 7/18/08*

JO ANN ADKINS

TOTAL 304,558,880.2

Dawn Workfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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 Covered 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 Alcohol 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."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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

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.
 CPHONE07D

PAGE

BLANKET RELEASE
 00

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
 4

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

*319113747
 ALLETEL CORPORATION
 ONE ALLIED DRIVE

 LITTLE ROCK AR 72203

SHIP TO

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

DATE PRINTED 07/18/2008	TERMS OF SALE NET 30	FEIN/SSN 340868285	FUND
SHIP VIA BEST WAY	F.O.B DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER		
			RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07D		
0001		985-77	STATEWIDE CONTRACT FOR CELL SERVICE		
			SIGNATURE _____	DATE _____	

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



April 24, 2008

Carlos F. Neccuzi
321 Capital Street
1 Davis Square
Charleston, WV

Re: Amendment to the Contract

Dear Mr. Neccuzi,

Attached please find a new equipment list with pricing, Data pricing and Blackberry software pricing. We would like to have this all amended to the contract.

If you have any questions, please let me know.

Sincerely,

Darlene Parker

Darlene Parker
National Account Analyst

BB Pro 4.1 for Exchg- 10 user	One Time Charge	BS51	\$ 849.00
BB Pro 4.1 for Exchg- 5 user	One Time Charge	BS48	\$ 499.00
BB Pro 4.1 for Lotus- 10 user	One Time Charge	BS52	\$ 849.00
BB Pro 4.1 for Lotus- 5 user	One Time Charge	BS49	\$ 499.00
BB unlock key to change BB Pro to full BES	One Time Charge	BS58	\$ 2,799.00
BES upgrade from BES express	One Time Charge	BS58	\$ 2,799.00
BlackBerry Software BES 4.1 Lotus Domino - 1 User	A La Carte	BS04	\$ 2,999.00
BlackBerry Software BES 4.1 Lotus Domino - 20 User	A La Carte	BS05	\$ 3,999.00
BlackBerry Software BES 4.1 Lotus Domino upgrade	A La Carte	BS41	\$ 999.00
BlackBerry Software BES 4.1 MS Exchange - 1 User	A La Carte	BS01	\$ 2,999.00
BlackBerry Software BES 4.1 MS Exchange - 20 User	A La Carte	BS02	\$ 3,999.00
BlackBerry Software BES 4.1 MSE version upgrade	A La Carte	BS40	\$ 999.00
BlackBerry Software BES 4.1Novell Groupwise-1 User	A La Carte	BS07	\$ 2,999.00
BlackBerry Software BES 4.1NovellGroupwise upgrade	A La Carte	BS42	\$ 999.00
BlackBerry Software BES4.1NovellGroupwise-20 User	A La Carte	BS08	\$ 3,999.00
BlackBerry Software CAL for BES 1 User	A La Carte	BS16	\$ 99.00
BlackBerry Software CAL for BES 10 Users	A La Carte	BS18	\$ 699.00
BlackBerry Software CAL for BES 100 Users	A La Carte	BS20	\$ 5,999.00
BlackBerry Software CAL for BES 5 Users	A La Carte	BS17	\$ 429.00
BlackBerry Software CAL for BES 50 Users	A La Carte	BS19	\$ 3,299.00
BlackBerry Software CAL for SBE BES 1 User	A La Carte	BS22	\$ 99.00
BlackBerry Software CAL for SBE BES 5 Users	A La Carte	BS23	\$ 429.00
BlackBerry Software SBE BES 4.1 LD 5 User	A La Carte	BS46	\$ 1,099.00
BlackBerry Software SBE BES 4.1 NGW 5 User	A La Carte	BS47	\$ 1,099.00
BlackBerry Software SBE BES 4.1MS Exchange-5 Users	A La Carte	BS10	\$ 1,099.00
BlackBerry Tsupport 1 Handheld	A La Carte	BS28	\$ 19.00
BlackBerry Tsupport 1 Server	A La Carte	BS27	\$ 499.00
BlackBerry Tsupport 2 Handheld	A La Carte	BS30	\$ 25.00
BlackBerry Tsupport 2 Server	A La Carte	BS29	\$ 625.00
BlackBerry Tsupport 3 Handheld	A La Carte	BS33	\$ 29.00
BlackBerry Tsupport 3 Program	A La Carte	BS31	\$ 9,999.00
BlackBerry Tsupport 3 Server	A La Carte	BS32	\$ 749.00
BlackBerry Tsupport 4 Handheld	A La Carte	BS36	\$ 29.00
BlackBerry Tsupport 4 Program	A La Carte	BS34	\$ 49,999.00
BlackBerry Tsupport 4 Server	A La Carte	BS35	\$ 749.00
BlackBerry Tsupport 5 Handheld	A La Carte	BS39	\$ 29.00
BlackBerry Tsupport 5 Program	A La Carte	BS37	\$ 74,999.00
BlackBerry Tsupport 5 Server	A La Carte	BS38	\$ 749.00

NAME	CAMERA	T2T	DESCRIPTION	1 YEAR PRICE	2 YEAR PRICE
BLACKBERRY 8830			SMART PHONE	\$ 306.75	\$ 187.49
BLACKBERRY PEARL 8130	X		SMART PHONE	\$ 232.49	\$ 149.99
HTC PPC8600	X		SMART PHONE	\$ 306.75	\$ 187.49
HTC TOUCH	X		SMART PHONE	\$ 268.99	\$ 149.99
HUAWEI E360			AIR CARD	\$ 119.99	\$ 9.99
KYOCERA KYOKR1			ROUTER	\$ 224.99	\$ 224.99
KYOCERA KPC680B			AIR CARD	\$ 157.49	\$ 74.99
LG AX 145				\$ 59.99	\$ -
LG AX 275				\$ 74.99	\$ -
LG AX 390		X		\$ 29.99	\$ 9.99
LG AX565	X			\$ 157.49	\$ 37.49
LG AX830 GLIMMER	X			\$ 232.49	\$ 112.49
LG AX260 SCOOP	X			\$ 112.49	\$ 29.99
MOTOROLA M800 INSTALL				\$ 232.49	\$ 112.49
MOTO RAZOR V3A	X			\$ 119.99	\$ 37.49
MOTO RAZOR V9M	X			\$ 307.49	\$ 187.49
MOTORKR V6M	X			\$ 217.49	\$ 97.49
MOTOROLA Q	X		SMART PHONE	\$ 157.42	\$ 37.49
MOTOROLA W315				\$ -	\$ -
MOTORLA M800 BAG				\$ 159.99	\$ 99.99
PALM TREO 700WX	X		SMART PHONE	\$ 269.99	\$ 149.99
PALM TREO 755P	X		SMART PHONE	\$ 344.99	\$ 149.99
SAMSUNG MUSE	X			\$ 149.99	\$ 67.49
SAMSUNG HUE				\$ 119.99	\$ 37.49
SAMSUNG SNAP				\$ 74.99	\$ 14.99
SAMSUNG R510 WAFER	X			\$ 82.42	\$ -
SAMSUNG U520				\$ 82.42	\$ -
UTSTARCOM U150			AIR CARD	\$ 119.99	\$ 9.99