



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
 1

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

INVOICE TO

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

VENDOR FOR

*709062035 304-389-1999
 CINGULAR WIRELESS LLC
 305 GREAT TEAYS BLVD DOOR 2
 SCOTT DEPOT WV 25560

SHIP TO

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/27/2007		NET 30		841659970			
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 #01				
	THE PURPOSE OF THIS CHANGE ORDER IS TO UPDATE CINGULAR'S PRICE LIST. PLEASE SEE ATTACHED LIST DATED 04/14/2007.						
	EFFECTIVE: APRIL 30, 2007						
	***** NO ADDITIONAL CHANGES *****						
	PREVIOUS PO TOTAL==>					OPEN	END
	PO NET CHANGE (+)==>						

**PURCHASING DIVISION
 CERTIFIED ENCUMBERED**
 MAY 1 2007
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 4/27/07

OPEN END
TOTAL

Dwayne 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 acceptance 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, this Contract is automatically null and void, and is 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.

Cingular Wireless - Equipment Update 4-14-2007
 (Equipment can be viewed at Cingular.com)

Nokia 6010	Replaced with Nokia 2610 - FREE
Nokia 6030	Replaced with Nokia 2610 - FREE
Nokia 6102i	Replaced with Nokia 6126 @ same cost - \$80.99
Pantech C300	Replaced with Pantech C3 @ same cost - \$62.99
Sony W810i - \$119.99	Formerly "Coming Soon"
Motorola KRZR K1 - \$219.99	New Device
Motorola V365 - \$114.99	Formerly "Coming Soon"
Motorola v3XX - \$129.99	New Device
Nokia 9300	End of Life
HP 6910 NC	Replaced with 6920 NC @ \$409.99 (Higher Price due to Windows Mobile 5.0 Introduction)
HP 6915	Replaced with 6925 NC @ \$409.99 (Higher Price due to Windows Mobile 5.0 Introduction)
Blackberry 7290	End of Life
Blackberry 7130	End of Life
Blackberry 8800 - \$349.99	New Device
Blackberry 7130 c	Replaced with Blackberry Pearl (8100) @ same cost -\$249.99
HTC 8500 NC - \$409.99	New Device
HTC 8525 - \$409.99	New Device

Samsung SYNC - \$159.99	New Device
Palm 650 NC	Replaced with Palm 680 NC @ same cost - \$314.99
Palm 650	Replaced with Palm 680 @ same cost - \$314.99
Palm 750 NC - \$399.99	New Device - Windows Mobile 5.0
Pal 750 - \$399.99	New Device - Windows Mobile 5.0
Sierra AC775	End of Life
Sierra AC860	Replaced with 875 @ same cost - \$149.99
GT Max	Replaced with GT MAX 3.6 @ same cost \$179.99



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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	
0001	985-77		STATEWIDE CONTRACT FOR CELL SERVICE			QTY	DATE
		SIGNATURE		DATE			

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE