



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.**  
 CPHONE07D

**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**

**AGENCY COPY**

**I N V O I C E T O**  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

**V E N D O R**  
 \*319113747  
 ALLTEL CORPORATION  
 ONE ALLIED DRIVE  
 LITTLE ROCK AR 72203

**S H I P T O**  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/09/2007		NET 30		340868285			
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				
	THIS CHANGE ORDER INCLUDES THE FOLLOWING:						
	1. REPLACEMENT OF BB7103E WITH BB8703 AT THE SAME PRICE.						
	2. REDUCTION IN PRICING FOR MOTO 815 FROM						
	FROM: \$97.00						
	TO: \$69.00						
	EFFECTIVE DATE: 04/09/2007						
	*****NO ADDITIONAL CHANGES*****						
	PREVIOUS PO TOTAL==>					OPEN	END
	PO NET CHANGE (+)==>						

**PURCHASING DIVISION  
 CERTIFIED ENCUMBERED**  
 APR 11 2007  
*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *JA 4/9/07*

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.

**MODIFICATION # 1**  
**TO**  
**CONTRACT NUMBER CPHONE07D**  
**BETWEEN**  
**THE STATE OF WEST VIRGINIA**  
**AND**  
**ALLTEL COMMUNICATIONS**

This MODIFICATION # 1 is an agreement between the State of West Virginia, hereinafter referred to as "State" and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract CPHONE07D, as amended. This Modification # 1 is hereby incorporated into and made as integral part of Contract CPHONE07D.

Both of the above referenced parties agree to the following:

Replacing BB 7103e	With	BB 8703	Pricing	same
Pricing on Moto 815	Was	97.00	New pricing	\$69.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract CPHONE07D and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

STATE OF WEST VIRGINIA

BY: 

BY: \_\_\_\_\_

NAME: Jennifer Harkins

NAME:

TITLE: Business Solutions Representative

TITLE:

DATE: 2-20-2007

DATE:



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF TECHNOLOGY

Joe Manchin III  
Governor

State Capitol  
Charleston, West Virginia 25305

Robert W. Ferguson, Jr.  
Cabinet Secretary

Kyle Schafer  
Chief Technology Officer

**MEMORANDUM**

**TO:** JoAnn Adkins, Senior Buyer  
Purchasing Division

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

**SUBJECT:** **INFORMATION TECHNOLOGY PROCUREMENT**  
**REQUISITION NUMBER: CPHONE07-D C.O. 1 - IS&C NUMBER: 2007-387**

**DATE:** 3/29/07

Subdivision 5-1B-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 to implement changes to the State's agreement with Alltel Communications has been reviewed and approved by the Office of Technology.

It is our understanding that this Change Order will replace the original bids model of Blackberry, with a newer version at the same price, and decrease the cost of the Moto815.

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 Pat Wehrle at 558-5472 x8893.



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**VENDOR**

\*319113747  
 ALLTEL CORPORATION  
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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
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