



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  
 2

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

## AGENCY COPY

VENDOR

\*709062035      304-541-7381  
 CINGULAR WIRELESS LLC  
 305 GREAT TEAYS BLVD  
  
 SCOTT DEPOT WV    25560

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/25/2007		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 #02				
			EQUIPMENT CONTRACT ORDER -		CPHONE07B		
			TO CHANGE AND UPDATE THE CONTRACT		COORDINATOR		
			INFORMATION:				
			SHERI JOHNSON				
			GOVERNMENT CARE MANAGER				
			PHONE: 304-541-7381				
			EMAIL: SHERI.JOHNSON@ATT.COM				
			*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

JUN 28 2007

*J. Adkins*

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

*6/25/07*

OPEN END

TOTAL

JO ANN ADKINS

304-558-8802

BY

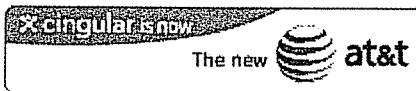
PURCHASING DIVISION AUTHORIZED SIGNATURE

*Stacy Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

**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 or 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.



305 Great Teays Blvd., Scott Depot, WV 25560

June 18, 2007

Jo Ann Adkins  
Dept of Administration  
Purchasing Division  
2019 Washington St. E.  
Charleston, WV 25305

Dear Jo Ann,

I am sending this statement to you per your recent request needing an updated Contract Coordinator for WV CPHONE07B.

You may or may not be aware that DJ Sigman recently left the company and I am filling in for him until a new Government Account Executive has been announced.

You can forward all requests to my attention via the contact information below:

Sheri Johnson  
Government Care Manager  
305 Great Teays Blvd.  
Scott Depot, WV 25560  
304.541.7381  
[Sheri.johnson@att.com](mailto:Sheri.johnson@att.com)

If you need anything further from me please don't hesitate to contact me.

Thank you!

*Sheri Johnson*  
Sheri Johnson

RECEIVED  
2007 JUN 22 A 9:56  
PURCHASING DIVISION  
STATE OF WV



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SUPPORT

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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 _____	

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

TOTAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL