



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

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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
 5

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

*709062035 304-541-7381
 ATT MOBILITY
 7855 WALKER DR #100
 GREENBELT MDWV 20770

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/19/2007		NET 30		912016656			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #05				
			NAME CHANGE FROM: CINGULAR WIRELESS II, LLC				
			TO: AT&T MOBILITY II, LLC				
			EFFECTIVE DATE: JULY 14, 2007				
			*****NO ADDITIONAL CHANGES*****				
						PURCHASING DIVISION CERTIFIED ENCUMBERED DEC 03 2007 <i>Adkins</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						OPEN END	
						TOTAL	

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

11/19/07

Dan & Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS 304-558-8802
 BY *[Signature]*
 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 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 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.



ATT Mobility
Government Solutions Group
7855 Walker Drive, Suite 100
Greenbelt, MD 20770

August 21, 2007

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

Ms. Adkins:

This letter is to verify that Cingular Wireless II, LLC has changed their name to AT&T Mobility II LLC. The Tax ID for this entity, 84-1659970 has not changed. Both names are dba AT&T Mobility.

Thank you for choosing AT&T Mobility.

Sincerely yours,

Cathleen M. Pryor
Vice President, Contracts
AT&T Mobility

KS 8-22-07
RECEIVED
2007 AUG 22 A 10:29
PURCHASING DIVISION
STATE OF WV



AT&T Mobility
5565 Glenridge Connector
Suite 510
Atlanta, GA 30342

July 14, 2007

Dear Valued Customer,

Welcome to the New AT&T! As part of all the recent changes, we have changed the payee name on your remittance slip. Attached is the updated IRS Form W-9.

Please note that all other relevant information such as the Tax ID number and address for this entity remains unchanged. This name change and new W-9 is not intended to establish, change, or supersede any remittance address for payments due AT&T Mobility. Payments should be remitted only in accordance with the remittance address in your applicable contract or on your invoice remittance slip.

This Form W-9 is not for all customers. If you are a Government or Enterprise customer that requires a specific Form W-9, or if you have any questions, please contact your account manager for additional assistance.

Sincerely,

AT&T Mobility



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INVOICE TO
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VENDOR
 *709062035 304-541-7381
 ATT MOBILITY
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SHIP TO
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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE