



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  
 15

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

## AGENCY COPY

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

\*709062035 304-541-7381  
 ATT MOBILITY  
 7229 PARKWAY DR # 200  
 HANOVER MD 21076-1317

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/11/2010		NET 30		912016656			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCGUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT NO	ITEM NUMBER				
			CHANGE ORDER #15				
			TO PROVIDE UPDATED FUSF RATE EFFECTIVE DATE: 04/01/10.				
			TO PROVIDE UPDATED DIRECTORY ASSISTANCE (411) RATE EFFECTIVE DATE: 07/01/10.				
			TO PROVIDE UPDATED CONTRACT CONTRACT:				
			DJ SIGMAN				
			304.932.8194 (CELL)				
			847.326.3980 (FAX)				
			DS8355@ATT.COM				
***** NO ADDITIONAL CHANGES *****							
PREVIOUS PO TOTAL==>						OPEN END	
PO NET CHANGE (+)==>							
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						SEP 14 2010	
						<i>Beverly Toler</i>	

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

*9/14/10*

OPEN END

TOTAL

*Scott Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Roberta Wagner*  
 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 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



ATT Mobility  
Government Solutions Group  
7229 Parkway Drive  
Hanover, MD 21076-1317

May 25, 2010  
Jo Ann Adkins  
Dept of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

Jo Ann,

This letter is to notify you of changes to the FUSF rate and Directory Assistance (411) calls.

Effective April 1, 2010, the FUSF rate changed to 4.307% of all telecommunications charges with the exception of separately billed interstate/international toll charges, which are charged a FUSF rate of 15.3%.

Effective July 1, 2009, the charge for Directory Assistance (411) calls increased from \$1.79 per call plus airtime to \$1.99 per call plus airtime.

Please let me know if you have any questions.

Respectfully,

Roland Saenz  
Director, Contracts  
AT&T Mobility

RECEIVED  
2010 AUG 19 PM 4:27  
WV PURCHASING  
DIVISION

June 2, 2010

Ms. Jo Ann Adkins  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

Re: AT&T Account - WV CPHONE07B

Dear Jo Ann,

This letter is to notify you of a change in the contract coordinator for WV CPHONE07B. I was recently hired by AT&T as the Government Account Executive II for the State of West Virginia. Please forward all requests to my attention via the contact information below:

DJ Sigman  
Government Account Executive II  
816 Lee Street, 1<sup>st</sup> Floor  
Charleston, WV 25301  
Mobile: (304) 932-8194  
Fax: (847) 326-3980  
Email: [ds8355@att.com](mailto:ds8355@att.com)

If you need additional information, please feel free to contact. I look forward to working with you. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'DJ Sigman', with a stylized flourish at the end.

DJ Sigman  
Government Account Executive II



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VENDOR

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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							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		985-77	STATEWIDE CONTRACT FOR CELL SERVICE				
SIGNATURE _____				DATE _____			
						TOTAL	

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APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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