

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
 CPHONE07C

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
 3

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

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

*113154636 304-641-4000
 CELLULAR ONE
 1111 VAN VOORHIS ROAD
 MORGANTOWN WV 26505

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/04/2007		NET 30		133557306			
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 #03							
THIS CHANGE ORDER IS TO CLARIFY THAT EACH VENDOR RESPONDED TO PART 2, SECTION 8.17 OF THE RFP WITH THE APPLICABLE FEES THAT WOULD BE CHARGED. THESE FEES WERE NOT INCLUDED ON THE COST SHEET BUT SHOULD HAVE BEEN. THESE FEES ARE: UNIVERSAL SERVICE FEE: 1.84% OF WIRELESS CHARGES COMPLIANCE FEE: \$1.75 EFFECTIVE: NOVEMBER 01, 2006.							
***** NO ADDITIONAL CHANGES *****							
						PURCHASING DIVISION CERTIFIED ENCUMBERED MAY 8 2007 <i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

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

5/4/07

Samuel Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS 304-558-8802

BY *JoAnn Adkins* 5/1/07
 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.

CELPHONE07 C

CELLULARONE
by Highland Cellular
We're here for you.

September 26, 2006

Sent Via UPS Next Day

Department of Administration
Purchasing Division
2019 Washington St East
Post Office Box 50130
Charleston, WV 25305 – 0130

RE: RFQ BID # CPHONE07
Attention; Betty Francisco

CellularOne\Highland Cellular's bid for CELPHONE07 will be included with the CellularOne\Dobson Cellular, Morgantown, WV bid. As a result of a merger agreement dated May 10, 2006 the Highland Cellular properties in **Wyoming, McDowell, Raleigh, Fayette, Greenbrier, Mercer, Summers, Monroe** counties will become part of the Dobson Cellular Network on or about September 30th 2006.

Please contact me should you have any questions.

Sincerely.



Dave Smidt
Vice President of Sales
CellularOne\Highland Cellular

CC: Jack McCardle, Dobson Cellular

	<p>responses to this RFQ or is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.</p>		
8.17	<p>List applicable fees:</p> <p>Compliance Fee - \$1.75</p> <hr/> <p>Universal Service Fee - 1.84% of wireless charges</p> <hr/> <hr/> <hr/> <hr/>		



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I N V O I C E T O

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 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

V E N D O R

*113154636 304-641-4000
 CELLULAR ONE
 1111 VAN VOORHIS ROAD
 MORGANTOWN WV 26505

S H I P T O

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 BY ORDER

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BEST WAY	DESTINATION	FREIGHT TERMS	ACCOUNT NUMBER		
		PREPAID	MUL-MUL		
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