



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:  
 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:  
 6

**AGENCY COPY**

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

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

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

SHIP TO  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/10/2007		NET 30		133557306			
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 #06				
	TO PROVIDE AN UPDATED PRICE LIST SHOWING NEW EQUIPMENT AND REMOVING END-OF LIFE EQUIPMENT. SEE ATTACHED LIST.						
	***** NO ADDITIONAL CHANGES *****						
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				
						OPEN END	
						TOTAL	

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

AUG 14 2007

*Jadkins*

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

*George Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

2/8/08  
 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.

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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.



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF TECHNOLOGY  
State Capitol  
Charleston, West Virginia 25305

Joe Manchin III  
Governor

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

**SUBJECT:** **INFORMATION TECHNOLOGY PROCUREMENT**  
**REQUISITION NUMBER: CPHONE07-C, C.O. 6 - IS&C NUMBER: 2008-043**

**DATE:** August 8, 2007

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 Cellular One has been reviewed and approved by the Office of Technology.

It is our understanding that the purpose of this Change Order is to update the price list with new equipment, lower prices for specific items and remove end-of life equipment.

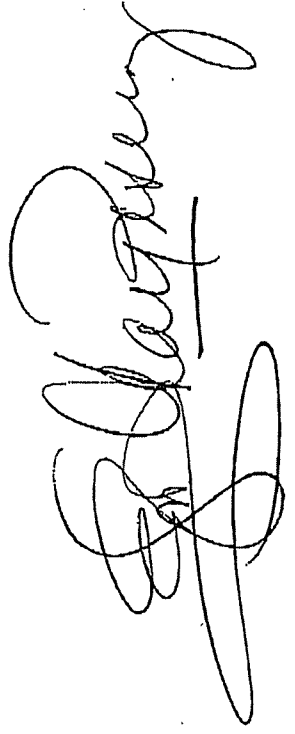
This memorandum constitutes this office's official approval and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need information, please contact Sharon Lacey at 558-5472 x1355.

Replacement Cost

Samsung	x506	FREE	\$	99.99	OK
Nokia	2610	FREE	\$	99.99	OK
Motorola	V197 - IM	\$ 19.99	\$	119.99	OK
Motorola	L6 "Blade" - IM	\$ 29.99	\$	139.99	Change
Samsung	c416 Black	FREE	\$	149.99	OK
Samsung	c416 Red	FREE	\$	149.99	OK
Nokia	6085	FREE	\$	179.99	New
Sony Ericsson	W200	\$ 49.99	\$	199.99	New
Nokia	6126 - IM	\$ 49.99	\$	249.99	New
Nokia	6126h (HAC) - IM	\$ 49.99	\$	249.99	New
Sony Ericsson	W300i - IM	\$ 99.99	\$	209.99	New
Sierra Wireless (Edge Card)	Aircard860	\$ 99.99	\$	329.99	New
RIM	7130g	\$ 99.99 Reduced \$100	\$	369.99	OK
RIM	8100 (Pearl)**	\$199.99	\$	399.99	New
RIM	8100 (Pearl-White)	\$199.99	\$	399.99	New
RIM	8700g	\$199.99 Reduced \$50	\$	482.99	Change
RIM	8800	\$349.99	\$	499.99	New
Hewlett Packard	iPAQ 6940	\$349.99 Reduced \$50	\$	562.99	Change
Hewlett Packard	iPAQ 6945	\$349.99	\$	562.99	Change

They dropped the Nokia 6103; Motorola V3i (HAC) and K1 "KRZR"; RIM 7100g and 7290; Palm Treo 650; and Edge Card.





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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07C							
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