



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.**  
 PPHONE05

**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

## AGENCY COPY

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

**I N V O I C E T O**

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

**V E N D O R**

\*926103914      419-755-8036  
 EMBARQ  
 9300 METCALF AVE  
 OVERLAND PARK KS 66215

**S H I P T O**

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
06/21/2006	NET 30	593268090			
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		
	EFFECTIVE JUNE 5, 2006:				
	CHANGE THE VENDOR AND ADDRESS ON THIS CONTRACT;				
	FROM: SPRINT PAYPHONE SERVICES INC.				
	6480 SPRINT PARKWAY				
	OVERLAND PARK, KS 66251				
	TO: EMBARQ				
	9300 METCALF AVENUE				
	OVERLAND PARK, KS 66215				
	CONTRACT COORDINATOR: DENISE ESTILL				
	TELEPHONE NUMBER: 419-755-8036				
	FAX NUMBER: 419-756-0707				
	*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>	OPEN END	
			PO NET CHANGE (+)==>		

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

JUN 23 2006

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  1876-2106

OPEN END  
**TOTAL**

*Dawn Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Krista Ferrell*  
 KRISTA FERRELL 304-558-2596  
 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.



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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		QTY	DATE
0001				725-53			
					RECEIPT TICKET FOR PURCHASE ORDER:		PPHONE05
					PER ATTACHED SCHEDULE B COMMISSION		
					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