



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.
 CPHONE07DA

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
 4

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

VENDOR
 *317085145 304-590-0100
 VERIZON WIRELESS
 7600 MONTPELIER RD
 LAUREL MD 20723

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

AGENCY COPY

| DATE PRINTED | | TERMS OF SALE | | FEIN/SSN | | FUND | |
|--|---------------|---------------|----------------|---------------|------------|---|--|
| 05/06/2010 | | NET 30 | | 223372889 | | | |
| 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 #04 | | | | | | | |
| TO ADD NEW EQUIPMENT PER THE ATTACHED. | | | | | | | |
| EFFECTIVE DATE: APRIL 12, 2010 | | | | | | | |
| ***** NO ADDITIONAL CHANGE ***** | | | | | | | |
| PREVIOUS PO TOTAL==> | | | | | | OPEN END | |
| PO NET CHANGE (+)==> | | | | | | | |
| | | | | | | PURCHASING DIVISION CERTIFIED ENCUMBERED | |
| | | | | | | JUN 15 2010 | |
| | | | | | | <i>Kimberly D. Hy</i> | |

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE A 5/6/10

OPEN END
 TOTAL

Sang & Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS 304-758-8802
 BY *Krista J. Tucker* 06/15/10
 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 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.



Verizon Wireless
7600 Montpelier Road
Laurel, MD 20723

January 8, 2010

Jo Ann Adkins
State of West Virginia
Dept of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Subject: Add equipment to the State of West Virginia contract CPHONE07D

Dear Jo Ann Adkins:

Verizon Wireless is pleased to offer new wireless equipment pricing to the State of West Virginia and would like to update its current agreement with the State to add new equipment. These price offerings are being made available under the State of West Virginia contract CPHONE07D.

The new equipment options presented in this addendum will be in addition to what has been previously offered under this Agreement. Please see attached list of equipment to be added. No part of this offer may be modified unless done so by in writing and signed by an authorized representative of Verizon Wireless.

Signing below will indicate that the State accepts the equipment modifications to the current contract CPHONE07D. Once signed, this document may be faxed back to Verizon Wireless at (301) 617-8891.

I look forward to working with you to provide the State with wireless communication services. Should you have any questions or need further clarification on any aspect of this service offer, please contact Brian Winder at 240-568-1278 or by email at brian.winder@verizonwireless.com.

Sincerely,

Todd Loccisano
Executive Director, Contract Management
National Government Operations

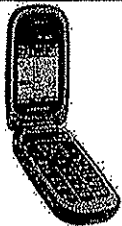


Signing below will indicate that the State accepts these pricing additions to the current wireless rate plan options available to the State under contract CPHONE07D.

Jo Ann Adkins, State of West Virginia _____ Date: _____

This offer is valid for ninety (90) days from January 8, 2010.
Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.




The following Equipment is added to the Agreement:

The following Government Equipment Matrix reflects the pricing for equipment that is being made available to the State of West Virginia Government Liable Subscribers under Contract #CPHONE07D. The prices of equipment in the attached Equipment Matrix have been discounted and are in effect for new cellular service activations and eligible equipment upgrades. All Equipment is subject to availability. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price (review the terms of the contract regarding lost/stolen equipment). This offer cannot be combined with any other offer. Other restrictions or charges may apply. Quantities may be limited. Our Surcharges (incl. 2.39% Federal Universal Service (varies quarterly), 7¢ Regulatory/line/mo., & others by area) are not taxes; taxes may apply. Cannot be combined with any other offer. Coverage, service and offers not available in all areas. Government Agencies must have a service activation contract (purchase order) with Verizon Wireless to be eligible for equipment pricing (review the terms of the contract regarding purchase). Quantities may be limited. Other restrictions or charges may apply. All products or service names are property of their respective owners. © 2009 Verizon Wireless (1/8/2010).

| | Samsung Convoy SCH-u640 | Motorola W766 | Nokia 7205 |
|----------------------------|---|---|---|
| Cost: | \$49.99 | \$79.99 | \$99.99 |
| |  |  |  |
| Mode: | All Digital | All Digital | All Digital |
| Color: | Gray | N/A | N/A |
| Size: | 3.85H x 2W x 0.94D | 3.8H x 1.9W x 0.7D | 3.56H x 1.85W x 0.55D |
| Weight: | 3.88oz. | 3.60 oz | 3.19 oz |
| Screen Resolution: | 176 x 220, 262K TFT | 176x220 65k QCIF | 240 x 320 pixels |
| Number of Contacts: | Up to 1000 entries with multiple contacts | Up to 1000 | Up to 500 |
| Talk Time: | Up to 300 Minutes | Up to 330 Minutes | Up To 240 Minutes |
| Standby Time: | Up to 537 Hours | Up to 395 Hours | Up To 264 Hours |
| Screen Size: | 2.2" | 2.2" | 2.2" QVGA |
| Software Version | U640.CI25 | RUSH01_01.35.11P | DR_4053T22_VZW_190 |
| Includes: | Battery Cover Removal Tool | One Standard Lithium Ion Battery | Quick Reference Guide |
| | Quick Reference Guide | Product Safety & Warranty Guide | Standard Lithium Ion Battery |
| | Wall/USB Charger | One Wall Charger | Wall Charger |
| | Product Safety & Warranty Guide | Quick Reference Guide | Standard Battery Cover |
| | Standard Lithium Ion Battery | | User Manual |
| | Battery Cover Removal Tool | | |
| | | | |
| | | | |
| Available Plans | VZW Nationwide Plans! No legacy Alltel plans | VZW Nationwide Plans! No legacy Alltel plans | VZW Nationwide Plans! No legacy Alltel plans |

The following Equipment is added to the Agreement:

The following Government Equipment Matrix reflects the pricing for equipment that is being made available to the State of West Virginia Government Liable Subscribers under Contract #CPHONED7D. The prices of equipment in the attached Equipment Matrix have been discounted and are in effect for new cellular service activations and eligible equipment upgrades. All Equipment is subject to availability. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price (review the terms of the contract regarding lost/stolen equipment). This offer cannot be combined with any other offer. Other restrictions or charges may apply. Quantities may be limited. Our Surcharges (incl. 2.39% Federal Universal Service (varies quarterly), 7¢ Regulatory/line/mo., & others by area) are not taxes; taxes may apply. Cannot be combined with any other offer. Coverage, service and offers not available in all areas. Government Agencies must have a service activation contract (purchase order) with Verizon Wireless to be eligible for equipment pricing (review the terms of the contract regarding purchase). Quantities may be limited. Other restrictions or charges may apply. All products or service names are property of their respective owners. © 2009 Verizon Wireless (1/8/2010).

| | RIM Blackberry Curve 2 8530 | Casio G'zOne Rock | Samsung Omnia II SCH-I920 |
|----------------------------|---|---|---|
| Cost | \$104.99 | \$149.99 | \$199.99 |
| |  |  |  |
| Mode: | All Digital | All Digital | All Digital |
| Color: | Black | N/A | N/A |
| Size: | 4.29H x 2.36W x 0.54D | 4.1H x 2W x 0.9D | 4.75H x 2.38W x 0.53D |
| Weight: | 3.70 oz | 4.40 oz | 5.08 oz |
| Screen Resolution: | 320x240 | 240 x 320, 65K TFT | 800x480 Pixel, WVGA, 16M AMOLED Touch |
| Number of Contacts: | Unlimited | Up to 500 with multiple contacts | Dependant on Available Memory |
| Talk Time: | Up to 270 Minutes | Up To 300 Minutes | Up To 360 Minutes |
| Standby Time: | Up to 252 Hours | Up To 630 Hours | Up To 375 Hours |
| Screen Size: | 2.5"(320x240 pixels), 65k colors TFT Color Display | 2.1" | 3.7 inches |
| Software Version | 5.0.0 | C731M030 | I920.2.OV.CJ10 |
| Includes: | documentation kit including Blackberry user tools CD | Device Lock Tool | Companion CD |
| | One Travel Charger | Product Safety & Warranty Guide | Product Safety & Warranty Guide |
| | USB Charging Data Cable | Standard Battery Cover | Quick Start Guide |
| | One Standard Lithium Ion Battery | Wall Charger | Stylus |
| | Quick Reference Guide | Handset Charging Cradle | VZAccess Manager CD |
| | VZAccess Manager CD | Quick Reference Guide | Mic Adapter/FM Radio Antenna |
| | | Standard Lithium Ion Battery | Quick Reference Guide |
| | | | Standard Lithium Ion Battery |
| | | | User Manual CD |
| | | | Wall/USB Charger |
| Available Plans | VZW Nationwide Plans and legacy Alltel plans | VZW Nationwide Plans! No legacy Alltel plans | VZW Nationwide Plans and legacy Alltel plans |



| Samsung Convoy | Product Description | Model Number | UPC Code | Retail Price | WV Price |
|---------------------------|--------------------------------------|---------------------|-----------------|---------------------|-----------------|
| Samsung Convoy | Battery - Standard 1300 mAh | SAMU640BAT | N/A | \$39.99 | \$29.99 |
| Samsung Convoy | Rugged Side Pouch with Swivel Clip | RUGSDPCH1 | N/A | \$19.99 | \$14.99 |
| Samsung Convoy | Vehicle Charger | SAM20CONVPC1 | N/A | \$29.99 | \$22.49 |
| Motorola W766 | Product Description | Model Number | UPC Code | Retail Price | WV Price |
| Motorola W7666 | Battery - Standard 940 mAh | MOTBAT-3 | N/A | \$39.99 | \$29.99 |
| Motorola W7666 | Leather Case with Swivel Belt Clip | SUPCHM1 | N/A | \$19.99 | \$14.99 |
| Motorola W7666 | Vehicle Charger | MICUSBVPC | N/A | \$29.99 | \$22.49 |
| Nokia 7205 | Product Description | Model Number | UPC Code | Retail Price | WV Price |
| Nokia 7205 | Battery - Standard 860 mAh | NOK7205BATS | N/A | \$39.99 | \$29.99 |
| Nokia 7205 | Leather Case with Swivel Belt Clip | SUSPCHM4 | N/A | \$19.99 | \$14.99 |
| Nokia 7205 | Vehicle Charger | MICUSBVPC | N/A | \$29.99 | \$22.49 |
| Blackberry Curve 2 | Product Description | Model Number | UPC Code | Retail Price | WV Price |
| Blackberry Curve 2 | Battery - Standard 1150mAh | RIM8330BAT | N/A | \$39.99 | \$29.99 |
| Blackberry Curve 2 | Leather Side Pouch | RIM8330CAS | N/A | \$19.99 | \$14.99 |
| Blackberry Curve 2 | Vehicle Charger | MICUSBVPC | N/A | \$29.99 | \$22.49 |
| Casio G'zOne | Product Description | Model Number | UPC Code | Retail Price | WV Price |
| Casio G'zOne | Battery - Standard 1150mAh | VZWROCKBAT | N/A | \$39.99 | \$29.99 |
| Casio G'zOne | Rugged Side Pouch with Swivel Clip | RUGSDPCH1 | N/A | \$19.99 | \$14.99 |
| Casio G'zOne | Vehicle Charger | VZWROCKVPC | N/A | \$29.99 | \$22.49 |
| Samsung Omnia II | Product Description | Model Number | UPC Code | Retail Price | WV Price |
| Samsung Omnia II | Battery - Standard 1500mAh | SAMOMNIA2BAT | N/A | \$39.99 | \$29.99 |
| Samsung Omnia II | Universal Pouch with non Swivel Clip | PDASDPCH3 | N/A | \$19.99 | \$14.99 |
| Samsung Omnia II | Vehicle Charger | MICUSBVPC | N/A | \$29.99 | \$22.49 |

The Accessory matrix reflects the current pricing for accessories that is being made available to the State of West Virginia Government: Liable Subscribers under Contract #CPHONE07D. All Accessories are subject to availability. Taxes may apply. Prices are subject to change without notice and quantities may be limited. Other restrictions or charges may apply. All products or service names are property of their respective owners. © 2009 Verizon Wireless (1/8/2010).



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 PURCHASING DIVISION

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
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STATE OF WEST VIRGINIA
 PURCHASING DIVISION

*317085145 304-590-0100
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 LAUREL MD 20723

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| 04/13/2010 | | NET 30 | | 223372889 | | | |
| 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 | | | | |
| RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07DA | | | | | | | |
| LINE | CATNO | ITEM | NUMBER | DESCRIPTION | | QTY | DATE |
| 0001 | | 985-77 | | STATEWIDE CONTRACT FOR CELL SERVICE | | | |
| SIGNATURE _____ | | | | DATE _____ | | | |
| IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/> | | | | | | | TOTAL |

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE