



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  
 00

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  
 7

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

NOV 10  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

## AGENCY COPY

VERIZON  
 \*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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/03/2010		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				
0001	10/31/2009		985-77				
	STATEWIDE CONTRACT		FOR CELL SERVICE				
CHANGE ORDER #07							
TO ADD NEW EQUIPMENT AND PRICING PER THE ATTACHED DOCUMENT.							
EFFECTIVE DATE: 12/02/2010							
***** NO OTHER CHANGES *****							
PREVIOUS PO TOTAL==>						OPEN END	
PO NET CHANGE (+)==>							
						PURCHASING DIVISION CERTIFIED ENCUMBERED DEC - 7 2010 <i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  12/3/10

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

BY *Kimberly J. Jewell* 304-558-8802 12/3/10  
 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](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.



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

Earl Ray Tomblin  
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  
*Kyle Schafer*

**SUBJECT:** INFORMATION TECHNOLOGY PROCUREMENT  
REQUISITION NUMBER: CPHONE07DA, C.O. 7 - IS&C NUMBER: 2011-180

**DATE:** December 2, 2010

Subdivision §5A-6-4(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 a Change Order to add new equipment models and pricing affecting the statewide agreement with Verizon, including the Blackberry Bold, LG Ally and LG Fathom, has been reviewed and approved by the Office of Technology.

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 additional information, please contact Sharon Lacey at 304-957-8168.

KS:tm



Verizon Wireless  
7600 Montpelier Road  
Laurel, MD 20723

September 7, 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](mailto:brian.winder@verizonwireless.com).

Sincerely,



Todd Loccisano  
Executive Director - Contract Management  
Enterprise & Government Markets  
Verizon Wireless

RECEIVED  
200 SEP - 8 A 10: 22  
PURCHASING DIVISION  
STATE OF WV

This offer is valid for ninety (90) days from September 7, 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. © 2010 Verizon Wireless (08/17/2010).

	<b>Droid X MB810</b>	<b>Motorola Droid 2 A955</b>
<b>Cost</b>	<b>\$199.99</b>	<b>\$199.99</b>
		
<b>Mode:</b>	All Digital	All Digital
<b>Color:</b>	Black	Black
<b>Size:</b>	5.02H x 2.57W x 0.39D	4.58H x 2.38W x 0.54D
<b>Weight:</b>	5.47 oz	5.96 oz
<b>Screen Resolution:</b>	WVGA, 854 x 480, 16M colors	WVGA 854 x 480, 16M colors
<b>Number of Contacts:</b>	Virtually limitless contacts (only constraint is on-board memory (8GB))	Virtually limitless contacts (only constraint, on-board memory (8GB))
<b>Talk Time:</b>	Up To 480 Minutes	Up To 575 Minutes
<b>Standby Time:</b>	Up To 220 Hours	Up To 315 Hours
<b>Screen Size:</b>	4.3"	3.7"
<b>Software Version</b>	1.13.604.MB810 / Baseband: BP_C01.09.04P	2.2.19.A955
<b>Included:</b>	16GB microSD card Pre-installed	8GB microSD card Pre-installed
	Getting Started Guide	Getting Started Guide
	Standard Lithium Ion Battery	Standard Lithium Ion Battery
	Battery Door	
	Product Safety & Warranty Guide	Product Safety & Warranty Guide
	Wall/USB Charger	Wall/USB Charger
<b>Available Plans</b>	<b>VZW Nationwide Plans Only</b>	<b>VZW Nationwide Plans Only</b>



Accessories:

<b>DROID X MBS10</b>	<b>Product Description</b>	<b>Model Number</b>	<b>UPC Code</b>	<b>Retail Price</b>	<b>WV Price</b>
DROID X	Battery - Standard 1540 mAh	MOTDRDXBAT	N/A	\$39.99	\$29.99
DROID X	Case - Custom Leather Pouch	MOTDRDXCAS	N/A	\$24.99	\$18.74
DROID X	Micro USB Vehicle Power Charger	MICUSBVPC1	N/A	\$29.99	\$22.49

<b>Motorola DROID 2 A955</b>	<b>Product Description</b>	<b>Model Number</b>	<b>UPC Code</b>	<b>Retail Price</b>	<b>WV Price</b>
DROID 2	Motorola Standard Battery 1420 mAh	MOTDRDBAT	N/A	\$39.99	\$29.99
DROID 2	Case Leather Side Pouch	PDASDPCH6	N/A	\$24.99	\$18.74
DROID 2	Vehicle Charger	MICUSBVPC1	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. © 2010 Verizon Wireless (08/17/2010).

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: \_\_\_\_\_

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:  
STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

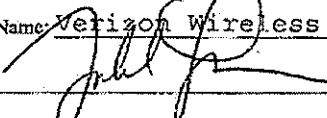
Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: Verizon Wireless

Signed: 

Title: Executive Director Sales Operations

Date: 09/01/10

### Clarification to Agreement Addendum

**13. LIMITATION OF LIABILITY** - The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

Verizon Wireless shall not be liable to County, its employees, agents, or any third party for injuries to persons or property arising County's use of the wireless telephone radio unit or related equipment, any defect in the equipment, or the installation, repair or maintenance of the equipment by any parties who are not employees of Verizon Wireless, subcontractors of Verizon Wireless, or otherwise acting on Verizon Wireless' behalf. Verizon Wireless' performance hereunder shall be excused if caused by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage beyond Verizon Wireless' reasonable control or any other causes beyond Verizon Wireless' reasonable control.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF COUNTY'S USE OR ATTEMPTED USE OF 911 OR E911 SERVICE, NOR SHALL VERIZON WIRELESS BE LIABLE FOR COUNTY'S INABILITY TO ACCESS 911 OR E911 SERVICE.





Verizon Wireless  
7600 Montpelier Road  
Laurel, MD 20723

September 1, 2010

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

**Subject: Change to Wireless under the State of West Virginia contract CPHONE07D**

Dear Jo Ann Adkins:

Verizon Wireless is pleased to offer new wireless voice and data plan pricing to the State of West Virginia. These price offerings are being made available under the State of West Virginia contract CPHONE07D.

No part of this offer may be modified unless done so by in writing and signed by an authorized representative of Verizon Wireless. These new service options are in addition to what has been previously offered under this Agreement.

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. 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](mailto:brian.winder@verizonwireless.com).

Sincerely,

Todd Loccisano  
Executive Director - Contract Management  
Enterprise & Government Markets  
Verizon Wireless

This offer is valid for (90) days from September 1, 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.

## Nationwide for Business Share Plan: Government Subscribers Only

This Nationwide for Business Calling Plan is Not eligible for monthly access fee discounts#

Monthly Access Fee With Sharing	\$19.99
Home Airtime Minutes	0
Overage Rate	\$0.25 per minute
Mobile to Mobile Calling Minutes	Unlimited
Night and Weekend Minutes	Unlimited
Domestic Long Distance	Included
Data Sent or Received*	\$1.99/ MB or per data package*

Notes: Current Nationwide Calling Plan coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. This calling plan requires Subscribers to choose a twenty four (24) month Line Term or Line Term extension. Sharing on this Calling Plan requires all Subscribers to be on the same billing account. \*3G Smartphones and 3G Multimedia Phones require a data package. Customer may not have more than 50% of their Total Subscriber Lines per Account on this Calling Plan; otherwise, Verizon Wireless reserves the right to migrate all additional Government Subscribers to the Nationwide for Business Share Plan with a Monthly Access Fee of \$34.99. This calling plan shares with Verizon Wireless share plans only it is not available and will not share with legacy Alltel West Virginia plans.

## Data Packages

Data for Simple Feature & 3G Multimedia Phones

The below Data Packages are NOT eligible for monthly access discounts:

Monthly Access Per Line	Data Allowance	Per-MB Overage Rate
N/A For Simple Feature Phones only*	Pay per use	\$1.99
\$9.99	25 MB	\$0.20 after allowance
\$29.99	Unlimited	N/A

### Data for all 3G Smartphones

Data Feature or Plan	Monthly Access Per Line	Data Allowance
Personal Email Feature†	\$29.99	Unlimited
Personal Email Plan (Government Subscribers only)	\$49.99	Unlimited
Personal & Business Email Feature††	\$44.99	Unlimited
Personal & Business Email Plan (Government Subscribers only)	\$49.99	Unlimited

Notes: Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). \*Mobile Email is included with the \$9.99 & \$29.99 solutions for Simple Feature & 3G Multimedia phones and is an additional \$5.00 per month for simple phones on the Pay per use data pricing. \*\*A Business & Personal Email application by Remoba may be added to Simple Feature & 3G Multimedia Phones for \$9.99 per month. Mobile Web 2.0 pages may include Verizon Wireless and third party advertising Megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. \*Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte. NationalAccess Roaming will be charged at \$0.002 per KB (Canada) and \$0.005 per KB (Mexico). †Optional Features may only be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher.

**Personal Email:** Includes BlackBerry internet service compatible with POP3, and IMAP email accounts only. The Personal Email Plan and feature are eligible for monthly access fee discounts and promotions, when available.

**Personal Email Plan (Government Subscribers only):** If the voice block feature is removed, Subscribers will be charged \$0.25 per minute for voice calls, IS-95 and other non-NationalAccess data usage in the United States.

**Personal & Business Email:** Includes Wireless sync or BlackBerry Solution with Microsoft Outlook, Lotus Notes, POP3 and IMAP email accounts. Personal & Business Email Features are eligible for monthly access fee discounts and promotions, when available.

**Personal & Business Email Plan (Government Subscribers only):** If the voice block feature is removed, Subscribers will be charged \$0.25 per minute for voice calls, IS-95 and other non-NationalAccess data usage in the United States.

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: \_\_\_\_\_

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:  
STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: Verizon Wireless

Signed: 

Title: Executive Director Sales Operations

Date: 09/01/10



**Clarification to Agreement Addendum**

13. **LIMITATION OF LIABILITY** - The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

Verizon Wireless shall not be liable to County, its employees, agents, or any third party for injuries to persons or property arising County's use of the wireless telephone radio unit or related equipment, any defect in the equipment, or the installation, repair or maintenance of the equipment by any parties who are not employees of Verizon Wireless, subcontractors of Verizon Wireless, or otherwise acting on Verizon Wireless' behalf. Verizon Wireless' performance hereunder shall be excused if caused by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage beyond Verizon Wireless' reasonable control or any other causes beyond Verizon Wireless' reasonable control.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF COUNTY'S USE OR ATTEMPTED USE OF 911 OR E911 SERVICE, NOR SHALL VERIZON WIRELESS BE LIABLE FOR COUNTY'S INABILITY TO ACCESS 911 OR E911 SERVICE.



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  
 \_\_\_\_\_

BLANKET RELEASE  
 00

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  
 7

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

SUPPLIER  
 \*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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/03/2010		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 _____		
							TOTAL

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

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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