

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.
 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
 9

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

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

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/02/2011		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 #09				
			TO ADD NEW DATA AND WIRELESS MONTHLY MINUTE PLANS PLUS THE ADDITIONAL EQUIPMENT LIST TO THE CONTRACT (INCLUDING IPHONES AND IPADS) PER THE ATTACHED.				
			EFFECTIVE DATE OF CHANGE: 05/01/2011				
			***** NO OTHER CHANGES *****				
0001		EA			.00000		
					PREVIOUS PO TOTAL==>	OPEN END	
					PO NET CHANGE (+)==>		
						OPEN END	
						TOTAL	

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 MAY - 4 2011
Beverly Toler

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

Dwayne Wayfield

BY *Chuck Brown* BUYER 42 304-558-8802 5/3/11
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

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.
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.



7600 Montpelier Road
Laurel, MD 20723

April 6, 2011

Krista Ferrell
State of West Virginia
Dept of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Subject: Update to equipment options and wireless voice and data plans to the State of West Virginia contract CPHONE07DA.

Dear Ms. Ferrell:

Verizon Wireless is pleased to offer new equipment options and wireless voice and data plans to the State of West Virginia. These price offerings are being made available under the State of West Virginia contract CPHONE07DA.

The new equipment options and wireless voice and data plans presented in this addendum will be in addition to what has been previously offered under this Agreement. Please see attached list of equipment options and plans 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 and plan modifications to the current contract CPHONE07DA. Once signed, this document may be faxed back to Verizon Wireless at (240) 568-1191.

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 Kevin McKenzie at 304-807-0429 or by email at Kevin.McKenzie@VerizonWireless.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Loccisano", written over a horizontal line.

Todd Loccisano
Executive Director - Enterprise & Government Contracts



Telemetry Data Pricing for 1x & EVDO Share & Non-Share Plans: Government Liable Devices Only

Telemetry plans have been discounted and are not eligible for additional monthly access fee discounts and include:

Plan Description	Monthly Access Fee Non-Share Plans	Monthly Access Fee Share Plans	Data Overage
	Monthly Access Fee with a 15% WSCA Discount		
Telemetry 1 MB	\$7.64	\$9.34	\$0.0050
Telemetry 2 MB	\$9.34	\$11.04	
Telemetry 3 MB	\$11.04	N/A	
Telemetry 4 MB	\$12.74	N/A	
Telemetry 5 MB	\$14.44	\$16.14	
Telemetry 10 MB	\$16.99	N/A	

Notes: A minimum of five (5) government liability devices in service required. Telemetry plans are intended for data transmissions and for primary use within the Verizon Wireless Mobile Broadband and National Access Coverage Areas. Current coverage details can be found at www.verizonwireless.com.

Nationwide for Business Share Plan: Government Subscribers Only

The Nationwide for Business Calling Plans are eligible for monthly access fee discounts

Monthly Access Fee With Sharing	\$34.99
Home Airtime Minutes	200
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. See attached Calling Plan and Feature Details for important information about calling plans, features and options. This calling plan requires Subscribers to choose a twelve (12) 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.



Nationwide Small Business SharePlans: Government Subscribers Only
 Nationwide Small Business SharePlans are eligible for monthly access fee discounts and promotions (when available) and include:

Unlimited National Mobile to Mobile Calling Minutes **Unlimited Night & Weekend Minutes**
No Domestic Roaming or Long Distance Charges **Unlimited Text Messages for Talk & Text Plans**

Shared Monthly Anytime Voice Minutes	Talk	Talk & Text	Maximum # of Lines	Per Minute Rate After Allowance	Friends & Family (Up to 10 numbers)
	Monthly Access Fee				
700	\$69.99	\$99.99	5	\$0.45	Not Included
1400	\$89.99	\$119.99	5	\$0.40	Included*
2000	\$99.99	\$129.99	5	\$0.35	
3000	\$149.99	\$179.99	5	\$0.25	
4000	\$199.99	\$230.99	8	\$0.25	
6000	\$274.99	\$305.99	10	\$0.25	
7500	\$424.99	\$455.99	15	\$0.25	
10000	\$544.99	\$575.99	20	\$0.25	
15000	\$804.99	\$835.99	30	\$0.25	
20000	\$1084.99	\$1115.99	40	\$0.25	
30000	\$1609.99	\$1640.99	50	\$0.25	
Add a Line**	\$9.99	\$9.99 or \$15.99			
Data Sent or Received	\$1.99/ MB or per data package*				

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Only primary lines are eligible for monthly access fee discounts. These plans are not eligible for discounts on month to month activations. Monthly Access Fees are for two lines of service. If the maximum number of lines associated with the Shared Monthly Anytime Minutes tier is exceeded, Customer will automatically be migrated to the lowest Shared Monthly Anytime Minutes tier that supports their number of lines. *Friends & Family eligibility varies on selected calling plan. **All additional lines on a Talk & Text Plan with a Shared Monthly Anytime Minute allowance for 3,000 minutes or less are \$9.99 each, for 4,000 minutes or more adding a line is \$15.99 each. †3G Smartphones and 3G Multimedia Phones require a data package.



State of West Virginia Equipment Pricing

The following Government Equipment Matrix reflects the pricing for equipment that is being made available to the State of West Virginia Government Liabile Subscribers under Contract #CPHONE07DA. 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 (06/21/2010).

Manufacturer/ Brand	Model	Price	Manufacturer/ Brand	Model	Price
Apple iPhone®/BLACKBERRY/PDA/SMARTPHONES					
Apple	iPhone4 16GB (MC 676MML/A)	\$199.99	RIM	8230 (Pearl Flip)	\$9.99
Apple	iPhone4 32GB (MC 678MML/A)	\$299.99	RIM	8530 (Curve2)	\$0.00
LG	Ally (VS740)	\$149.99	RIM	9330 (Curve 3G)	\$79.99
LG	Fathom (VS750)	\$149.99	RIM	9550 (Storm 2)	\$199.99
LG	Vortex (all colors)	\$129.99	RIM	9630 (Tour)	\$104.99
Motorola	Citrus (MOTWX445)	\$29.99	RIM	9650 (Bold)	\$149.99
Motorola	Droid Pro (MOTXT610)	\$179.99	Samsung	Saga (i770)	\$29.99
Motorola	Droid (Mot A855)	\$149.99	Samsung	Omnia 2	\$49.99
Motorola	Droid X (Mot MB810)	\$199.99	Samsung	Fascinate (SCH - i500)	\$199.99
Motorola	Droid R2D2 (Mot A957)	\$149.99	Samsung	Continuum (SCH-400)	\$149.99
Palm	Treo Pro	\$29.99	HTC	Touch Pro(XV6850)	\$0.00
			HTC	Thunderbolt (ADR6400LWV)	\$199.99
PUSH TO TALK PHONES					
Motorola	Barrage (V860)	\$129.99	VZW	GZ1 Brigade (C741)	\$199.99
Samsung	Convoy	\$50.00	VZW	GZ1 Rock (C731)	\$49.99
VZW	8975	\$0.00	VZW	GZ1 Ravine (C751)	\$179.99
BASIC FEATURE PHONES					
LG	VX5500	\$59.99	Samsung	Intensity (U450)	\$0.00
LG	VX5600 (Accolade)	\$59.99	Samsung	Intensity II (U460)	\$119.99
LG	Cosmos (VN-250)	\$79.99	Samsung	Renown (u810)	\$69.99
LG	Cosmos Touch (VN-270)	\$99.99	VZW	Escapade	\$29.99
LG	Octane (VN-530)	\$149.99	VZW	8950	\$79.99
Nokia	7705 (Twist)	\$0.00	VZW	KIN ONEm	\$19.99
Samsung	Knack (u310)	\$0.00	VZW	KIN TWOm	\$49.99
Samsung	Gusto (U630)	\$20.00	VZW	Blitz	\$39.99
Samsung	Trance (u490)	\$79.99	VZW	Exilim (C721)	\$89.99
Samsung	Reality (all colors)	\$129.99			
NETBOOKS					
HP	Mini 1151NR	\$149.99	HP	Pavillion-dm1-2010NR	\$349.99
HP	Mini 110-1046NR	\$299.99			
PC CARDS/USB MODEMS					
LG	4G USB Modem (VL 600)	\$99.99	VZW	PC770	\$99.99
VZW	UM 175 (USB)	\$49.99	VZW	USB 1000	\$99.99
VZW	UM 190 (USB)	\$74.99	VZW	Five Spot (AC30)	\$0.00
VZW	4G Modem UML 290 (USB)	\$99.99	VZW	XU870	\$169.99
VZW	USB760	\$49.99	VZW	AD 3700	\$79.99
VZW	4G USB Modem (USB551L)	\$99.99	Samsung	LTE Mobile Hot Spot	\$99.99
EMBEDDED TABLETS					
Apple	16GB iPad 2	\$629.99	Apple	32GB iPad 2	\$729.99
Apple	64GB iPad 2	\$829.99	Samsung	Galaxy TabTM (SCHi800BKV)	\$299.99
Motorola	XoomTM Tablet (MOTMZ600)	\$599.99			

Signing below will indicate that the State accepts these equipment and pricing additions to the current wireless rate plan options available to the State under contract CPHONE07DA.

Krista Ferrell, State of West Virginia _____ Date: _____

Purchase Order



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VENDOR

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

SHIP TO

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 VARIOUS LOCALES AS INDICATED
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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				
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