



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2016-11-09

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 CPHONE13B	Procurement Folder: 163
Document Name: CPHONE13B Change Order # 1	Reason for Modification: CO #1: To extend the contract.
Document Description: COOPERATIVE STATEWIDE CONTRACT FOR WIRELESS EQUIPMENT AND SE	
Procurement Type: Statewide MA (Open End)	
Buyer Name: Stephanie L. Gale	
Telephone: (304) 558-8801	
Email: stephanie.l.gale@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2013-04-10
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2019-06-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000117975 VERIZON WIRELESS 7600 MONTPELIER RD LAUREL MD 20723 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Laura E Hooper Requestor Phone: (304) 558-5472 Requestor Email: laura.e.hooper@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Total Order Amount Open End

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 11/14/16 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 11-18-16 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: 11-18-16 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order # 1

Change Order No. 1 is issued to extend the original contract according to all terms, conditions, and specifications contained in the original contract including all authorized change orders. There is no increase to the contract. This extension shall not exceed thirty-two (32) months and the contract shall expire on the final date as specified below. An administrative issue will also be resolved, by adding a services commodity line separating equipment and services, allowing smoother payment processing for agencies.

Effective date of extension Nov 1, 2016 through Jun 30, 2019.

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83111603			LS	\$0.000000
	Service From	Service To			

Commodity Line Description: WIRELESS EQUIPMENT

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	83111603				\$0.000000
	Service From	Service To			
	2016-11-01	2019-06-30			

Commodity Line Description: WIRELESS SERVICES

Extended Description:



7600 Montpelier Road
Laurel, MD 20723

October 31, 2016

Ms. Laura Hooper, WVOT Information Systems Consultant III
State of West Virginia
1900 Kanawha Boulevard East
Building 5, 10th Floor
Charleston, WV 25305

Re: Extension of NASPO ValuePoint (NVLPT) Contract between Verizon Wireless and the State of West Virginia

Dear Ms Hooper:

Verizon Wireless is pleased to offer the State of West Virginia the opportunity to extend Contract Number CPHONE13B under the same terms and conditions. The extension of Contract Number CPHONE13B will have an effective date of November 1, 2016 through June 30, 2019.

No part of this letter may be modified unless done so in writing and signed by an authorized representative of Verizon Wireless.

Signing below will indicate that the State accepts the extension and plan modifications to current Contract Number CPHONE13B under the same terms, conditions, and pricing. 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 notification, please contact Kevin McKenzie at (304) 807-0429 or by email at Kevin.McKenzie@VerizonWireless.com.

Sincerely,

Todd Loccisano
Executive Director - Enterprise & Government Contracts



Signing below will indicate that the State accepts the extension to current Contract Number CPHONE13B under the same terms, conditions, and pricing available to the State under Contract Number CPHONE13B.

Laura Hooper, State of West Virginia

Date:

11/15/18

AMENDMENT #1 TO CONTRACT
Between the State of Nevada
Acting By and Through Its
Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City 89701
Contact: Teri Becker, Purchasing Officer
Phone: (775) 684- 0178 • Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

And

Cellco Partnership d/b/a Verizon Wireless
One Verizon Way
Basking Ridge, NJ 07920
Contact: R.J. Fenolio, National Account Manager
Phone: 702-283-2200
Email: RJ.Fenolio@VerizonWireless.com

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract, resulting from RFP #1907 dated April 16, 2012 , incorporated herein by reference, remain in full force and effect with the exception of the following:

A. Contract is amended to add the following supplemental provisions AND INSERT AS Paragraph 47, EMPLOYEE PROGRAMS WITH INDIVIDUAL LIABILITY:

1. Unless otherwise prohibited by state law, regulation or in a participating addendum, Contractor may, at the sole discretion of the Contractor, offer discounted wireless services and equipment to eligible employees as Individual Liable (IL) accounts ("employee program"), within the jurisdiction of the entity completing the participating addendum, with the understanding that the entity completing the participating addendum has no liability whatsoever concerning the equipment or for payment of services. All such employees must be validated as eligible in order to participate in the employee program, and only employees so validated will receive discounted wireless services and equipment under this agreement.

2. Each IL subscriber participating in the employee program (a) must enter into a written service agreement of the type and form the Contractor uses in the ordinary course of business, and be individually responsible for complying with that selected service agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen plan, and to pay all charges incurred under the service agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by Contractor from time to time.(c) employee discounts range from 17-18% depending on the entities' Participating addendum.

Any sales resulting from use of this contract by employees will be subject to reporting requirements and to the required WSCA administrative fee of 1/10 of one percent. This offer shall not be valid in any State or political subdivision thereof, where such discounts for public employees are not allowed.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Todd Loccisano

Executive Director Enterprise and Government Contracts

Independent Contractor's Name

Independent's Contractor's Title

Hellerer Co. Inc. TR
Independent Contractor's Signature

5/23/13
Date

Greg Smith
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA-NASPO Directors

Approved as to form by:

6/5/13
(Date)

[Signature]
Deputy Attorney General for Attorney General

31 May 13
(Date)

AMENDMENT #2 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

Cellco Partnership d/b/a/ Verizon Wireless
One Verizon Way
Basking Ridge, NJ 07920
Contact: RJ Fenolio
Phone: (702) 283-2200 Fax: (866) 917-7801
Email: RJ.Fenolio@VerizonWireless.com

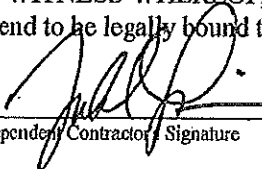
1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated April 16, 2012 (the "Contract"), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended from October 31, 2016 to June 30, 2019 to coincide with filing requirements by Federal E-Rate customers.

2. INCORPORATED DOCUMENTS The Contract is incorporated herein by reference.

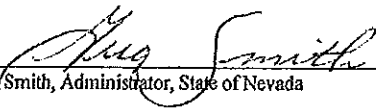
3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the WSCA-NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.



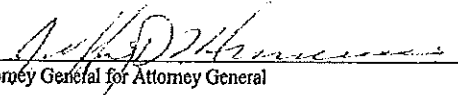
Independent Contractor Signature **Todd Loccisano**

Executive Director Enterprise & Government Contracts
Independent's Contractor's Title
On 8/7/14
(Date)



Greg Smith, Administrator, State of Nevada 8/26/14

APPROVED BY WSCA-NASPO Directors
On _____

Approved as to form by: _____ (Date)


Deputy Attorney General for Attorney General On 27 Aug 14
(Date)

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly known as WSCA)
WIRELESS SERVICES 2012-2019
Administered by the State of Nevada (hereinafter "Lead State")

MASTER PRICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
Contract Number: 1907
(hereinafter "Contractor")

And

Participating Entity Name: State of West Virginia
(hereinafter "Participating Entity")

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint, also formerly known as "WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state's statutes to utilize state/entity contracts.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees.

3. Changes: Contractor and the participating entity agree to incorporate the following provisions into the Contract through this Participating Addendum in order to comply with laws specific to the State of West Virginia.

WV-96 AGREEMENT ADDENDUM: All provisions contained in the WV-96 Agreement Addendum, which is attached hereto and incorporated herein by reference, are included in this Participating Addendum.

HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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.

BACKGROUND CHECK: In accordance with W.Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

4. Lease Agreements: NONE

5. Primary Contacts: The primary contact individual for this participating addendum is as follows (or their named successors):

Lead State

Lead State Name	State of Nevada
Contact	Teri Becker, Purchasing Officer
Street Address	515 E. Musser St, Suite 300
City, State, & Zip	Carson City, NV 89701
Telephone	(775) 684-0178
E-mail	tbecker@admin.nv.gov

Contractor

Contractor Name	Cellco Partnership d/b/a Verizon Wireless
Contact	Doug Robertson, Senior Manager- Contract Management
Street Address	15505 Sand Canyon Ave, Attn: Doug Robertson
City, State, & Zip	Irvine, CA 92618
Telephone	(949) 246-8700
E-mail	Doug.Robertson@vzw.com

Participating Entity

Participating Entity Name	State of West Virginia
Contact	Laura Hooper, WVOT Information Systems Consultant III
Street Address	1900 Kanawha Boulevard East, Building 5, 10th Floor
City, State, & Zip	Charleston, WV 25305
Telephone	(304) 957-8362
E-mail	Laura.E.Hooper@wv.gov

6. Subcontractors: NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the NASPO ValuePoint Master Agreement.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **CPHONE13B** and the Lead State price agreement number: 1907


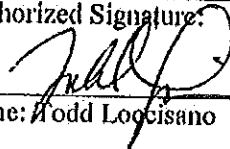
This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

Purposely Left Blank

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of West Virginia	Contractor: Cellco Partnership d/b/a Verizon Wireless
Authorized Signature: 	Authorized Signature: 
Name: DAVID TRENCHEL	Name: Todd Loonisano
Title: DIRECTOR	Title: Executive Director, Enterprise and Government Contracts
Date: 11/14/16	Date: 10/27/16

[Additional signatures as required by Participating State]

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. **RECOURSE** - 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. *Please refer to the attached Clarification to Agreement Addendum
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: [Signature]
Title: CFO
Date: 11-9-16

VENDOR
Company Name: Gellen Partnership d/b/a Verizon Wireless
Signed: [Signature]
Title: Todd Loccisano - Executive Director, Enterprise and Government Contracts
Date: 10/27/16

STATE OF WEST VIRGINIA

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 damages to personal property.

Verizon Wireless shall not be liable to the State, its employees, agents or any third party for injury to persons or property arising from the State'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.

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 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 THE STATE'S USE OR ATTEMPTED USE OF 911 OR E911 SERVICE, NOR SHALL VERIZON WIRELESS BE LIABLE FOR STATE'S INABILITY TO ACCESS 911 OR E911 SERVICE.